



MEMORANDUM OF UNDERSTANDING BETWEEN CORNELL UNIVERSITY AND THE STATE UNIVERSITY OF NEW YORK EMPIRE STATE COLLEGE

Introduction

This Memorandum of Understanding (the "MOU") is between the CORNELL UNIVERSITY and the State University of New York (the "SUNY") Empire State College to establish an educational services agreement. Through the agreement, SUNY Empire State College will provide employees of CORNELL UNIVERSITY who participate in the CORNELL UNIVERSITY'S Tuition Aid Program with access to credit-based, educational opportunities through the college's center locations, online and onsite; and with access to deferment of applicable charges in accordance with terms and conditions mutually agreed upon between SUNY Empire State College and CORNELL UNIVERSITY.

Objectives of the Agreement

1. To provide CORNELL UNIVERSITY sponsored employees who enroll at SUNY Empire State College with a partial deferment in accordance with the CORNELL tuition aid program (80% of the current TC3 resident per credit, tuition rate) until the end of the term of enrollment in accordance with terms, conditions and procedures set forth by SUNY Empire State College. (See 'Procedures and financial guidelines')
2. To establish a billing arrangement with CORNELL UNIVERSITY wherein CORNELL UNIVERSITY will provide payment of applicable tuition charges incurred by CORNELL UNIVERSITY sponsored employees.
3. To provide CORNELL UNIVERSITY sponsored employees with access to onsite advisement, mentoring and instruction in accordance with mutual arrangement between CORNELL UNIVERSITY and SUNY EMPIRE STATE COLLEGE, wherein CORNELL UNIVERSITY agrees to provide SUNY EMPIRE STATE COLLEGE with facility space and Internet access at no charge. (See 'Facility use')

Terms of Agreement

1. CORNELL UNIVERSITY employees enrolled at SUNY Empire State College are subject to the same rights, responsibilities and college policies as any other SUNY Empire State College student. (See www.esc.edu/termsandconditions)
2. Each Party shall comply with applicable law and accreditation standards and policies in performing its obligations under this MOU.

This MOU shall be effective when all signatures are affixed. The program will commence for the Summer 2016 term and continue for three years through the end of the Summer 2019 academic term. At each anniversary of this MOU, CORNELL UNIVERSITY and SUNY Empire State College shall review this MOU and its implementation and shall discuss any amendments to the MOU or adjustments.

3. The MOU may be amended or renewed by mutual agreement in writing. SUNY Empire State College and CORNELL UNIVERSITY agree to bring matters of concern that affect this MOU to the attention of each Party's designated representative for discussion and amendments, as necessary. If to:

SUNY Empire State College

Attn: Dr. Shelley B. Dixon, Acting Assistant Vice President
Office of Academic Affairs
1 Union Avenue
Saratoga Springs, NY 12866
Copy to Provost, Dr. Alfred Ntoko, at same address

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 EMPIRE STATE COLLEGE

CORNELL UNIVERSITY

Donna Bugliari, Associate Director, Benefits Administration
Cornell University
395 Pine Tree Road, Suite 102
Ithaca, New York 14850

The point of contact for this program from Cornell University shall be Maureen Brull regarding terms of this agreement, and invoices shall be directed to Aubrey Lang of Cornell University at Cornell University, 395 Pine Tree Road, Suite 102, Ithaca, New York 14850.

Questions pertaining to grades shall be directed to the **Office of the Registrar, SUNY Empire State College at 2 Union Avenue, Saratoga Springs, NY 12866.**

Questions regarding invoices or payments shall be directed to **Sherri Newell, Sponsorship Coordinator, Student Accounts, SUNY Empire State College, at 111 West Avenue, Saratoga Springs, NY 12866, phone: 518-587-2100 extension 2326.**

4. Either Party may terminate this MOU on forty-five (45) days advance notification in writing, certified mail return receipt required.
5. This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.
6. This arrangement is not exclusive to either party.
7. SUNY Empire State College and CORNELL UNIVERSITY agree that each is acting independently of the other, that they are not joint ventures, and that neither party is an agent of the other.

Procedures and Financial Guidelines:

SUNY Empire State College:

- Will accept and assume that all vouchers submitted by CORNELL UNIVERSITY sponsored employees are valid, and that the sponsored employee has met all of CORNELL UNIVERSITY'S eligibility requirements. CORNELL UNIVERSITY is responsible for the administration and provision of CORNELL UNIVERSITY'S Tuition Aid Program to eligible employees in accordance with its policies.
- Agrees to defer payment equal to 80% of the current Tompkins Cortland Community College resident, per credit tuition rate (as per Cornell's Tuition Aid Program).
- Will provide CORNELL UNIVERSITY with an invoice within 20 days of the end of the term or as soon as practical for the amount to be paid by CORNELL UNIVERSITY on behalf of sponsored employees who have completed a course with a grade of "C" or better. Students who receive an incomplete or grades below a "C" will be invoiced for the outstanding balance not reimbursed by CORNELL UNIVERSITY.

CORNELL UNIVERSITY:

- Under the guidelines of the Tuition Aid Program, an eligible employee will receive reimbursement for up to 4 credits per semester for a total of 8 credits for the academic year. The academic year is summer, fall, winter and spring. CORNELL UNIVERSITY will notify SUNY Empire State College if any changes are made to the Tuition Aid Program.
- Will verify the eligibility of employees participating in the Tuition Aid Program by providing SUNY Empire State College with a copy of the signed Tuition Aid Application prior to registration each term. Notification will be completed by email once the application has been approved and Sherri Newell will be copied on that email. Email should go to: Sherri.Newell@esc.edu

As students apply and are approved for the Tuition Aid benefit, Cornell will email SUNY Empire State College, a copy of the approved application which will indicate:

- The student's signature authorizing SUNY Empire State College to share information with Cornell;
- Amount of approved award should the student achieve a grade of "C" or better;
- Include language on the Tuition Aid form "notwithstanding any exceptions specified here, the student agrees to abide by all student related terms and conditions of SUNY Empire State College."

Agrees to reimburse SUNY Empire State College, 80% of the Tompkins Cortland Community College resident per credit tuition rate a) upon completion of the semester, b) the receipt of a listing of Cornell employees and their grades from SUNY Empire, and c) if the student receives a grade of "C" or better. This is in accordance with the policies established for Cornell University's Tuition Aid Program for employees.

- Agrees to remit payment within 4-6 weeks of receipt of invoice.
- Will notify all employees participating in the reimbursement program of their financial responsibilities including:
 - a) He/she is responsible for payment of any remaining balance, including applicable fees, prior to the term Payment Due Date or will be subject to cancellation of his/her enrollment; and will pay any balance resulting from the sponsor's failure to pay including, but not limited to, a balance resulting from ineligibility due to failure to complete course work or achieve a grade of "C" or better;
 - b) Students will be invoiced for any balance resulting from the sponsor's failure to pay. Payment of invoices will be due immediately;
 - c) Failure to remit unpaid balances will result in the outstanding balance being referred to the New York State Attorney General and the student will be held responsible for the payment of any and all collection fees.
 - d) In the event of non-payment, an accounts receivable financial hold will be placed on all student accounts with unpaid balances, and services from the college including registration and transcripts, are restricted until the balance is paid in full, and any pending registrations are subject to cancellation.

e) Employees participating in the reimbursement program who fail to pay prior semester balances will not be eligible to participate in future deferments at SUNY Empire State College.

Facility Use

CORNELL UNIVERSITY will provide SUNY Empire State College faculty with facility space for pre-enrollment advising and information sessions approximately twice per month on a designated day for two hours.

Additional Guidelines

SUNY Empire State College shall:

- Provide pre-enrollment advising and information sessions online and onsite as appropriate to CORNELL UNIVERSITY employees who are interested in studying at SUNY Empire State College. SUNY Empire State College staff will be available to Cornell employees onsite at Cornell's designated place or online, if requested, to provide information and pre-enrollment advising.
- Provide a web-based landing site for CORNELL UNIVERSITY employees to access SUNY Empire State College information.
- Authorize CORNELL UNIVERSITY to feature information about the college on the organization's website and intranet.
- Recognize the arrangement in a variety of forms which may include announcements on the college's website, press releases to appropriate media outlets, and events in accordance with mutual approval and consent.
- Provide print materials to CORNELL UNIVERSITY for display upon request.

CORNELL UNIVERSITY shall:

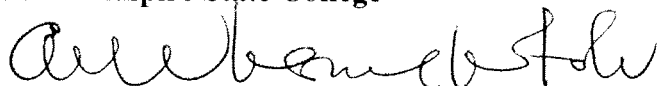
- Provide opportunities for SUNY Empire State College faculty and staff to interact directly with CORNELL UNIVERSITY employees such as through information provided on web site, or information sessions and presentations to such audiences when appropriate.
- Provide CORNELL UNIVERSITY employees who wish to apply to SUNY Empire State College with a dedicated code.

General Information

Further information about SUNY Empire State College may be obtained by calling the Student Information Center at 518 587-2100 ext. 2285, or by calling the Director of Corporate and Community Partnerships at 518 587-2100 ext. 2851.

Signatures to the Agreement

SUNY Empire State College



Alfred Ngome Ntoko, Ph.D., Provost/Vice President for Academic Affairs

08/22/2016

Date



Dr. Samuel Conn, Interim Executive Vice President for Information Technology Services and Administration

6/29/16

Date

CORNELL UNIVERSITY



Paul Bursic, Senior Director Benefit Services & Administration

July 13, 2016

Date

Attachment: Academic Guidelines

Graduate Degrees

Graduate degree programs are offered online and some degree programs also require face-to-face activities including regional group meetings or attendance at occasional weekend residencies. For specific requirements and information about each graduate degree program visit <http://www.esc.edu/graduate-studies/>

Graduate Nursing Degree: The Master of Science in Nursing Education

The M. S. in nursing education is a 42-credit, online program. The degree prepares students to perform the nurse educator role in a clinical setting (such as a staff development department), or as faculty for institutions of higher education. For more information, visit <http://www.esc.edu/degrees-programs/nursing-degrees/masters-nursing/>

Undergraduate Nursing Degree: RN to B.S. in Nursing

The RN-BSN program is offered online and is 124-credit program which includes 41 upper-division nursing credits. For specific requirements and information about this program, visit <http://www.esc.edu/degrees-programs/rn-to-bs-in-nursing/program-design/>

Undergraduate Degrees

At SUNY Empire State College, students self-design their Associate or Bachelor's degree using an area of study guideline and the State University of New York and Empire State College degree requirements. Students pursuing a degree at SUNY Empire State College through this MOU work with an assigned faculty mentor to determine the most appropriate degree for their interests and goals and to determine how best to apply the advanced standing credits and design their degree. The

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college recommends that students enroll in educational planning as one of their first studies to complete the degree program. The degree program must be submitted for faculty review before students enroll in the final 16 credits of their degree. SUNY Empire State College students have the ability to transfer in up to 40 credits towards an associate degree or 93 credits towards a bachelor's degree, including transcript credit, pre-evaluated credit (e.g., ACE) and prior learning assessment as long as those credits fit into an approved degree program. Students must complete a minimum of 24 credits for an associate degree and 31 credits for a bachelor's degree at SUNY Empire State College.

Possible sources of additional Advanced Standing Credits:

- Individualized Prior Learning Assessment¹
- Transcript Credit from a Regionally Accredited College or University
- Standardized Exams, such as CLEP or other exams (see website for full list²)
- Military Credit Evaluated by American Council on Education (ACE)
- Other (see SUNY Empire State College website for full list³)

Requirements for a SUNY Empire State College Undergraduate Degree (i, ii, iii)

| Degree | Total Credits | Maximum Advanced Standing Credits | Minimum Liberal Arts and Sciences Credits | Minimum SUNY General Education Credits | Minimum Advanced-level Credits in your Concentration | Minimum Advanced-level Credits in your Program | Educational Planning Credits |
|--------------|---------------|-----------------------------------|---|--|--|--|------------------------------|
| A.A. | 64 | 40 | 48 | 30 | - | - | 4 |
| A.S. | 64 | 40 | 32 | 30 | - | - | 4 |
| B.A. | 124 | 93 | 94 | 30 | 24 | 45 | 4 |
| B.S. | 124 | 93 | 62 | 30 | 24 | 45 | 4 |
| B.S. Nursing | 124 | 93 | 62 | 30 | 40 | 45 | 4 |
| B.P.S. | 124 | 93 | 32 | 30 | 24 | 45 | 4 |

ⁱ Area of Study and Concentration guidelines are used to structure the student's individualized degree program curriculum.

ⁱⁱ To meet the SUNY General Education policy, every SUNY Empire State College undergraduate degree program must have at least 30 credits over seven general education knowledge and skill areas and include the areas of Mathematics and Basic Communication.

ⁱⁱⁱ Every student must take 4-8 credits in Educational Planning at SUNY Empire State College.

Notes:

¹ Individualized Prior Learning Assessment (PLA) credit is awarded for verifiable college-level learning acquired through work, life experience or independent study.

² Standardized Exams such as CLEP and others http://www.esc.edu/esconline/across_esc/assessment.nsf/1cc42a422514347a8525671d0049f395/1499f22e0590ed4b8525679700666de9?OpenDocument

³ Other (see SUNY Empire State College website for full list)