

**Memorandum of Understanding  
Between  
Northern Virginia Family Service's Training Futures  
And  
Northern Virginia Community College**

Northern Virginia Community College is a comprehensive public community college offering accredited courses in a broad range of curricula. Northern Virginia Family Service's Training Futures is a 501(c)(3) charitable organization dedicated to preparing certain under-privileged individuals for better paying jobs in the workforce. These parties, having mutually supportive missions and capabilities, agree as follows:

Classes and Faculty:

Northern Virginia Community College (NOVA), at the request of Northern Virginia Family Service's Training Futures, will offer credit courses to TRAINING FUTURES clients. These courses shall be equivalent with other instruction offered by the College, specifically in terms of course objectives, components of syllabi, level and rigor of content, textbooks, student outcomes assessment and faculty evaluation. A list of courses, along with the faculty/instructors' names, to be offered under this agreement shall be agreed to at least forty-five (45) days prior to the beginning of any teaching session.

For any courses offered at TRAINING FUTURES facilities, modifications of on-campus policies, procedures and rules appropriate to the setting may be agreed to by the parties in writing before each teaching session begins.

NOVA reserves the academic right to advise a student and TRAINING FUTURES that the student does not have sufficient skills or abilities to continue in the courses.

NOVA reserves the right to cancel, prior to the start of the semester, any courses that fail to meet state funding ratios and the right to determine the maximum enrollment in any courses taught under this agreement. The parties may agree to cancel any class(es) or add to the list of class offerings before the end of the drop/add period as indicated in the NOVA calendar.

NOVA shall approve the textbooks for use in courses offered under this agreement.

NOVA shall select and supervise instructional faculty for all NOVA courses covered by this agreement. Each faculty member teaching in this NOVA program shall be a member of the College's full-time or adjunct faculty. All faculty teaching in this program must meet the minimum credentialing requirements set forth by Form VCCS-29 (see attachment 1) and the Commission on Colleges of the Southern Association of Colleges and Schools.

Faculty must comply with all applicable college policies including verifying class rosters, taking attendance, and providing final grades on time at the end of the semester. The NOVA dean or assistant dean with responsibility for a course will complete a NOVA instructor evaluation form and will host a formal meeting at the end of each term with NOVA and TRAINING FUTURES staff, addressing instructor performance, student preparedness, curriculum, instructional media

and other issues as identified by NOVA and TRAINING FUTURES staff-instructors who are not full-time NOVA faculty will be evaluated each semester.

To the extent possible, NOVA shall select its instructors from among the qualified members of the TRAINING FUTURES staff. All faculty teaching in this program shall be required to attend faculty orientation and other in-service programs as agreed upon by both parties.

TRAINING FUTURES will recommend candidates for faculty positions to NOVA. These candidates will make application to NOVA for appointment to its adjunct faculty and provide all required documentation. All documentation must be provided at least sixty (60) days before the start of classes. NOVA will evaluate the credentials of such candidates and appoint to its adjunct faculty those who are qualified and needed to teach the classes agreed to by the parties under this agreement. Appointments will be made on a term to term basis.

### Students

TRAINING FUTURES clients will apply for admission to NOVA and will also apply for financial aid through NOVA's financial aid program. TRAINING FUTURES is responsible for assuring that each student applies and completes all necessary documents for their financial aid application at the required times.

Students must meet all admission and course placement requirements of NOVA. Requirements for admission include the completion of an application for admission to the college and completion and satisfactory scores on any required college placement tests or approved alternatives to the placement tests. For courses that commonly transfer, all students in the class must be taking the class for college credit. For courses that do not commonly transfer it is highly recommended that all students take the class for college credit.

In addition to any TRAINING FUTURES policies and procedures, TRAINING FUTURES client-students must also comply with all NOVA policies and procedures required of any NOVA student, including those applicable to students with financial aid. TRAINING FUTURES client-students are subject to NOVA student disciplinary processes as described in the NOVA Student Handbook.

As a condition of participating, TRAINING FUTURES client-students will execute a waiver of student records confidentiality in favor of TRAINING FUTURES to allow NOVA to share information with TRAINING FUTURES about the progress of its clients in these classes and to share grades and other evaluative materials.

### Registration, Tuition, and Fees

Tuition and fee rates shall be established by the State Board for Community Colleges for NOVA. TRAINING FUTURES will pay the assessed tuition and fees that are in effect at the time the classes begin, less any financial aid awarded to the student and distributed to NOVA.

A deadline (census date) for adding, dropping and withdrawing from classes will be determined in accord with NOVA policy for each semester. TRAINING FUTURES must notify the college

in writing on or before the census date if a student decides to drop a course. If such notification does not occur, TRAINING FUTURES will be liable for tuition and fees for the student.

### Classroom Facilities

TRAINING FUTURES will provide access to and a right to use classroom facilities that meet NOVA's standards in which these courses will be taught. Scheduling of all courses under this agreement will be established by mutual agreement of the parties.

All equipment necessary for instruction will be provided by the TRAINING FUTURES.

### Administrative Responsibilities and Payment

NOVA, through the instructor(s), will provide the appropriate TRAINING FUTURES official(s) with progress reports on each student participating in this program from time to time as agreed by TRAINING FUTURES and NOVA. TRAINING FUTURES will submit final grades to NOVA one week from the last TRAINING FUTURES scheduled class meeting. At the conclusion of each college academic term, students will receive a college grade for each course in which they were registered and such grades will become part of the students' permanent college records.

NOVA will maintain a record for each student participating in this program as a part of the permanent college record maintained by the College's Student Services Centers and Central Records Office offices. Transcripts will be sent to other colleges/ universities upon student request.

TRAINING FUTURES will verify enrollments in each class section as of the College established census date. TRAINING FUTURES will send a list of the participants in each class offered under this agreement to the administrator designated by NOVA. NOVA will compare that list against the list of students registered in these specific class sections. The parties will then certify to a mutually agreed upon list of program participants in each class for each program session.

NOVA will calculate the amount of tuition and fees to be paid by all participating client-students. This amount, less any financial aid awarded to the students and distributed to NOVA, will be the amount to be paid by TRAINING FUTURES to NOVA. NOVA will prepare an invoice to TRAINING FUTURES for this amount.

TRAINING FUTURES will calculate the amount of tuition to be paid by all participating client-students (at the per-credit-hour rate in effect, but excluding fees), deduct 15% for NOVA overhead, and NOVA will pay the resulting amount to TRAINING FUTURES. This amount will be allocated first to the number of credits taught by TRAINING FUTURES staff who are NOVA faculty (at the rate in effect for the academic year) and the remainder will be allocated to the use of TRAINING FUTURES facilities.

Attachment A to this agreement provides sample scenarios for calculation of these amounts.

Agreement Contacts

For academic and program matters

NORTHERN VIRGINIA FAMILY SERVICE'S TRAINING FUTURES

Sharon LeGrande  
10455 White Granite Drive, Suite 100  
Oakton, VA 22124

NOVA

Dr. Sharon N. Robertson  
Associate Vice President for Academic Services  
4001 Wakefield Chapel Road  
Annandale, VA 22003  
703-323-3087  
srobertson@nvcc.edu

For financial matters

NORTHERN VIRGINIA FAMILY SERVICE'S TRAINING FUTURES

Stephanie Berkowitz, Vice President  
10455 White Granite Drive, Suite 100  
Oakton, VA 22124

NOVA

Miguel Angel Garcia  
Vice President, Finance & Administration  
4001 Wakefield Chapel Road  
Annandale, VA 22003  
703-323-3122  
[mgarcia@nvcc.edu](mailto:mgarcia@nvcc.edu)

Miscellaneous

This agreement is made in Virginia and shall be governed by the laws of the Commonwealth of Virginia.

Nothing herein shall be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia, or the assumption of any liability contrary to the laws and statutes of Virginia.

Neither party shall unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

This agreement is in effect for the NOVA spring 2011 semester and will continue in effect for two years. This agreement may be continued for additional two-year periods upon the mutual written agreement of both parties.

This agreement may be altered, amended, or updated through the use of written addenda that are mutually acceptable to the parties as indicated by the signatures of each of their authorized officials.

Either party may terminate this agreement by writing to the program contact listed above giving at least thirty (30) days notice of the intent to terminate the agreement. Additionally, NOVA reserves the right to terminate the program if TRAINING FUTURES fails to enroll at least fifty (50) students per academic year in the program. Such a notice must be sent certified mail.

Should notice of termination be given by either party to this agreement, any students currently participating shall be permitted to complete their courses offered under this agreement.

The parties to this agreement are independent contractors. They intend to create no partnership, association or joint venture. Neither party may make any agreements on behalf of the other. Neither party may bind the other.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed on the day, month, and year as written above:

NORTHERN VIRGINIA  
COMMUNITY COLLEGE

TRAINING FUTURES TRAINING FUTURES

By: \_\_\_\_\_  
Miguel Angel Garcia  
Vice President, Finance & Administration  
NORTHERN VIRGINIA COMMUNITY  
COLLEGE

By: \_\_\_\_\_  
Stephanie Berkowitz  
Vice President  
NORTHERN VIRGINIA FAMILY  
SERVICE'S TRAINING FUTURES

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Virginia Community College System  
NORMAL MINIMUM CRITERIA FOR EACH FACULTY RANK**

**VCCS-29 Normal Minimum Criteria for Each Faculty Rank Effective July 1, 2005**

		Faculty in Humanities, Soc. Sciences, Natural Sciences and Math, Developmental Studies, Counselors, Librarians.		Faculty in Specialized Professional or Technical Associate in Applied Sciences or Arts Degree Fields		Faculty in Non-Associate Degree Occupational Fields	
		Initial Appointment/Promotions Column 1	Promotions Column 2	Initial Appointment/Promotions Column 3	Promotions Column 4	Initial Appointment/Promotions Column 5	Promotions Column 6
<b>ASSISTANT INSTRUCTOR</b>		Appointment on a temporary or emergency basis for a period of one year for persons who meet most of the minimum requirements for the instructor rank and who show evidence of being able to complete such requirements within one year. A one-year renewal only of assistant instructor appointment may be considered upon request of the college administrator for a person who is actively pursuing completion of the necessary requirements.					
<b>INSTRUCTOR</b>	Teaching Effectiveness	Good	Good	Good	Good	Good	Good
	Academic Preparation	Master's in field or Master's w/18 grad. s.h. in teaching field (The minimum requirement for faculty teaching developmental courses at the instructor level is a baccalaureate degree.)	2 yrs. 0 yrs. 0 yrs. 0 yrs.	Bachelor's in teaching field or Associate's in teaching field with demonstrated competency in teaching field.	Bachelor's in teaching field +15 grad. s.h.	Bachelor's in teaching field or Associate's in teaching field preferred.	H.S. dip. or equiv. Assoc. or equiv. in teaching field preferred.
	Experience:	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential
	Related Occup. Exp.	0 yrs.	0 yrs.	2 yrs.	2 yrs.	5 yrs. current exper.	5 yrs. current exper.
	Total Teaching Exp.	0 yrs.	0 yrs.	0 yrs.	0 yrs.	0 yrs.	0 yrs.
	FT Community College Experience	0 yrs.	0 yrs.	0 yrs.	0 yrs.	0 yrs.	0 yrs.
	Professional Activities and Contributions	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential	Demonstrates Potential
<b>ASSISTANT PROFESSOR</b>		Very Good	Very Good	Very Good	Very Good	Very Good	Very Good
	Teaching Effectiveness	Very Good	Very Good	Very Good	Very Good	Very Good	Very Good
	Academic Preparation	Master's + 24 grad s.h. (27 grad s.h. in teaching field.)	Master's + 15 grad. s.h. (27 grad. sem. hrs in teaching field)	Bachelor's in teaching field + 24 grad. s.h.	Bachelor's in teaching field +15 grad. s.h.	Assoc. or equiv. (Major in teaching field)	High school or equiv. + 30 s.h. hrs. toward an Assoc Degree
	Experience:	Good	Good	Good	Good	Good	Good
	Related Occup. Exp.	0 yrs.	0 yrs.	2 yrs.	2 yrs.	5 yrs.	5 yrs.
	Total Teaching Exp.	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
	FT Community College Experience	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
	Professional Activities and Contributions	Good	Good	Good	Good	Good	Good
<b>ASSOCIATE PROFESSOR</b>		Excellent	Excellent	Excellent	Excellent	Excellent	Excellent
	Teaching Effectiveness	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent
	Academic Preparation	Doctorate (36 grad s.h. in teaching field)	Master's + 39 grad. s.h. (36 grad hours in teaching field)	Master's related to teaching field +15 grad s.h.	Master's related to teaching field	Bachelor's related to the teaching field	Assoc. related to the teaching field or equiv. + 30 s.h.
	Experience:	Very Good	Very Good	Very Good	Very Good	Very Good	Very Good
	Related Occup. Exp.	0 yrs.	0 yrs.	2 yrs.	2 yrs.	5 yrs.	5 yrs.
	Total Teaching Exp.	6 yrs.	6 yrs.	0 yrs.	6 yrs.	0 yrs.	6 yrs.
	FT Community College Experience	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
	Professional Activities and Contributions	Very Good	Very Good	Very Good	Very Good	Very Good	Very Good
	Min. VCCS Exp. in Previous Rank	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
<b>PROFESSOR</b>		Excellent	Excellent	Excellent	Excellent	Excellent	Excellent
	Teaching Effectiveness	Excellent	Excellent	Excellent	Excellent	Excellent	Excellent
	Academic Preparation	Doctorate (36 grad s.h. in teaching field)	Doctorate (36 hours in teaching field)	Master's related to teaching field + 36 grad. s.h.	Master's related to teaching field + 36 grad s.h.	Master's related to the teaching field	Master's related to the teaching field
	Experience:	Exceptional	Exceptional	Exceptional	Exceptional	Exceptional	Exceptional
	Related Occup. Exp.	0 yrs.	0 yrs.	2 yrs.	2 yrs.	5 yrs.	5 yrs.
	Total Teaching Exp.	9 yrs.	9 yrs.	9 yrs.	9 yrs.	9 yrs.	9 yrs.
	FT Community College Experience	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.
	Professional Activities and Contributions	Exceptional	Exceptional	Exceptional	Exceptional	Exceptional	Exceptional
	Min VCCS Exp. in Previous Rank	0 yrs.	3 yrs.	0 yrs.	3 yrs.	0 yrs.	3 yrs.

