

April 22, 2008

TO: John Ferguson

FROM: S. Rowe *Steve*

RE: CU/WVEBA Memorandum of Understanding

Attached, please find the Memorandum of Understanding by which the Concord University R&D Corporation will contract with West Virginia Public Broadcasting to establish a WVEBA news bureau at Concord University. The single employee of the news bureau will complete assignments from WV Public Broadcasting and teach broadcast journalism classes on a part-time basis as assigned by Dr. Tim Mainland, Chair of the Division of Fine Arts. The R&D Corporation will draw funds from a vacant Fine Arts Faculty position (Parker position) to pay the contracted amount to WVEBA.

WVEBA will be opening a search for the news bureau employee with a goal of employing this person on or after July 1, 2008, and the attached contract sets the terms of the agreement. Please send one (1) copy of the agreement to:

Mr. Greg Collard, Director  
News and Public Affairs  
West Virginia Public Broadcasting  
600 Capitol Street  
Charleston, WV 25301-1223  
[gcollard@wvpubcast.org](mailto:gcollard@wvpubcast.org)  
304-533-6816, mobile  
304-556-4936, office  
304-556-4960, FAX

CC: Tim Mainland  
Tim Barnes

**MEMORANDUM OF UNDERSTANDING:**

**Concord University and West Virginia Public Broadcasting (WVEBA)**



**A. PURPOSE OF THIS MEMORANDUM:**

This memorandum of agreement between Concord University, Athens, West Virginia (CU) and West Virginia Public Broadcasting (WVEBA) establishes a WVEBA news bureau at CU on its Athens, WV campus for the purpose of serving the radio and television reporting requirements of WVEBA and providing an adjunct journalism professional who will be assigned instructional duties by CU.

**B. DESCRIPTION OF THE AGREEMENT:**

**RESPONSIBILITIES OF CONCORD UNIVERSITY**

1. Concord University will provide office, office furniture, access to campus computing resources, and general facility overhead for one (1) person in the proximity of campus broadcast studios.
2. Concord University will provide parking for one (1) person in accord with parking privileges and policies afforded to its full time staff.
3. Concord University will provide campus broadcast facilities to the WVEBA Bureau.
4. Concord University will cooperate with WVEBA in the establishment of the professional requirements of the WVEBA bureau employee, the interview and hiring of said employee, and the setting of said employee's work schedule. When said employee is hired, his/her direct campus contact shall be the CU Chair of the Division of Fine Arts.
5. CU will assign adjunct faculty rank to the WVEBA employee, consistent with the CU policies and procedures for adjunct faculty rank and governance. This person shall be utilized by CU only in the teaching capacity of an adjunct faculty member. While employed on the CU campus and jointly answerable to CU and WVEBA, said employee shall be subject to all CU faculty and staff policies and procedures, including course and annual adjunct faculty evaluation.
6. CU will provide WVEBA with as-needed access to the WVEBA news reporter's adjunct faculty personnel file since this employee will be considered to be under the joint supervision of CU and WVEBA.
7. CU agrees that it will assign no more than two (2) classes or six (6) credit hours per fall or spring semester or one (1) class or three (3) credit hours per summer term to the WVEBA Bureau employee. If said employee, by mutual agreement of WVEBA, CU and the employee, should be assigned greater CU instructional duties than those identified in this Item, said employee shall be compensated by CU on the CU faculty overload payment policy in place at the time.

8. CU will contribute to the financial compensation of the WVEBA employee by assigning said employee as a CONTRACT EMPLOYEE to the Concord University Research and Development Corporation, a wholly-owned subsidiary of the University. Upon prior agreement of both parties, attested to by the dated signatures of authorized representatives of each on this memorandum of agreement, CU will pay a mutually-agreed upon sum to the WVEBA upon receipt of valid quarterly invoices of the WVEBA. The annual contract amount for the 2008-2009 academic year (July 1, 2008 to June 30, 2009) shall be \$44,000.00. Any WVEBA News Bureau employee expense above or beyond this agreed-upon amount shall be the responsibility of WVEBA.

#### **RESPONSIBILITIES OF WEST VIRGINIA PUBLIC BROADCASTING**

1. WVEBA will establish a news bureau at CU with the understanding that the Bureau's one (1) employee shall serve both the radio and television reporting needs of the WVEBA and an adjunct broadcast faculty instructional need of CU. WVEBA understands and accepts that said employee will be managed by WVEBA but will also be responsible for CU assignment and supervision by the CU Chair of the Division of Fine Arts. WVEBA will recognize CU on-air as the Bureau host in its daily announcements on the WVEBA statewide radio network and as appropriate on the WVEBA Television Network.
2. The news bureau reporter's first responsibility shall be to WVEBA for the completion of news assignments given by WVEBA news managers; however, WVEBA agrees to coordinate with the CU Chair of the Division of Fine Arts to minimize class time missed by the bureau reporter when on assignment by the WVEBA.
3. The WVEBA assures CU that all of the new bureau reporter's professional activities will be subject to the personnel regulations and journalistic ethics guidelines endorsed and utilized by WVEBA and that the news bureau reporter will sign a formal statement that acknowledges he/she has read, understand and support these WVEBA policies and procedures.
4. WVEBA will be responsible for all salary, benefits and payroll management of its Bureau employee.
5. WVEBA will cooperate with CU in setting the professional credentials for the Bureau employee, advertising the position, and hiring the Bureau employee. WVEBA agrees to make every effort to match the professional journalist requirements of the Bureau employee with the faculty academic requirements of CU.
6. WVEBA accepts the condition that while its Bureau employee is stationed at CU, he/she shall be subject as well to all CU personnel policies in effect at the time. WVEBA agrees to provide CU with as-needed access to the WVEBA personnel file of the news bureau reporter.
5. WVEBA accepts the terms of Item 7, Concord University, above.
6. WVEBA will provide the CU Research and Development Corporation with quarterly invoices drawn upon the agreed-upon annual sum and will utilize monies so drawn to provide all salary and benefits to

the Bureau employee. No monies will be due to WVEBA for CU adjunct instructional duties assigned in accord with Item 7, Concord University, above, and any WVEBA News Bureau employee expenses above and beyond the terms of this agreement shall be the responsibility of WVEBA.

7. WVEBA agrees that any CU overload instructional duties mutually agreed upon by WVEBA, CU and the employee shall be paid directly to the employee by CU and shall be considered to be Bureau employee compensation above and beyond the terms of this memorandum of agreement

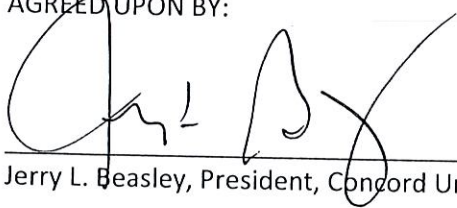
8. Should the WVEBA require any specialized hardware, software, or facility required for the exclusive requirements of its News Bureau, it agrees to consult with CU prior to acquiring and deploying such. If any such special support should become necessary, WVEBA further agrees to accept the fiscal responsibility for the acquisition and operation of such.

9. WVEBA agrees to the terms of Item 8, Responsibilities of Concord University, above.

**C. APPROVAL OF THE MEMORANDUM OF AGREEMENT:**

This memorandum of agreement is for one (1) academic year, beginning July 1 of the agreement year and ending June 30 of the following year. The agreement will renew automatically under the terms of the previous agreement year if not amended by the mutual consent of both parties. Should either party wish to terminate this agreement, this must be done by written notice to the other party no less than thirty (30) calendar days prior to the desired date of termination. In the event of termination at a date other than the annual renewal date, both parties agree to continue in the terms of the agreement in force at the time to the conclusion of the academic term in which termination is effected.

AGREED UPON BY:



Jerry L. Beasley, President, Concord University

DATE:

7/9/08



West Virginia Educational Broadcasting Authority

DATE:

4/3/08