Memorandum of Understanding

This Memorandum of Understanding between Education Service Center (ESC) XIV and Sul Ross State University (SRSU) is designed to foster a mutually beneficial higher education program for employees and guests of the ESC XIV by faculty and staff of SRSU. ESC XIV area personnel will benefit from this agreement because the difficulty and cost of travel to SRSU in Alpine, Texas will be greatly reduced. Sul Ross State University will benefit from this agreement by the potential increase in university enrollment. No financial obligations are assumed under this agreement.

ESC XIV and SRSU have reached an agreement on the following areas of cooperation, subject to mutual consent and the availability of sufficient resources:

Academic programs to be offered by SRSU and by ESC XIV

Use of facilities owned or operated by ESC XIV

Enrollment

Use of ESC XIV equipment

Program Expense

Each Institution will designate an individual to coordinate this program and all endeavors that may derive from it. For this cooperative initiative, SRSU designates Dr. Barbara Tucker, Dean, College of Education and Professional Studies and ESC XIV designates Shane Fields, Executive Director.

The term of this Memorandum of Understanding will commence on July____, 2019. This agreement shall be in effect for five years, at which time it shall be reviewed for possible modification, cancellation or extension. Either party may cancel the agreement at any time by written notification signed by the designated official with a minimum of 120-day notice. Both parties agree that any modification or cancellation must not affect students enrolled in classes at the time of the modification or cancellation.

Academic Programs

1. Sul Ross State University agrees to offer courses toward the Master of Education Degree at the facilities provided by ESC XIV using a combination of face-to-face, web enhanced and web delivered classes. Degree programs may be offered with the General Master of Education and the Master of Education. The program may consist of 30 or 33 or 48 semester credit hours depending on the chosen concentration for the Master of Education. Each semester there will be at least two classes offered. One of these classes will be web-delivered, and the other is to have

a face-to-face class meetings held on Saturdays. Preferable with the professor on site, or through the use of an online platform, such as Zoom.

2. Both parties understand that classes will be held on Saturdays when being taught via face-to-face. Both parties understand that the specific class dates will be determined by SRSU with approval of ESC XIV and will generally follow the official university calendar.

Enrollment

- 3. ESC XIV understands that it may be financially impractical for SRSU to offer a class unless the enrollment is at least five (5) students per class and that the agreed maximum cohort at ESC XIV will be 25 students.
- 4. SRSU understands that the classroom sizes available will limit the number of students that may be enrolled in a class. The maximum class size of courses offered under this initiative in a facility provided by ESC XIV will be (25) students per class.
- 5. SRSU understands that ESC XIV employees and nominated students will make up the cohort for this program. ESC XIV understands that SRSU will make remaining seats in Alpine available for general enrollment up to the maximum class size determined by the University. ESC XIV will collect all application materials including official transcripts, interview the candidates and make the selection. The application materials of the 25 selected individuals will be forwarded to the Office of Admissions at SRSU for processing. The application fee will be waived by SRSU.
- 6. Students enrolled in the 30/33/48 hour program will pay an adjusted tuition and fees rate of \$750 per 3-hour course.
- 7. SRSU agrees to pay ESC XIV instructor a full adjunct stipend of \$2130 when instructing the practicum course and ESC XIV will pay the tuition for the practicum students enrolled.
- 8. Students who attend a class who are not a part of the ESC XIV cohort will be charged a \$50 fee per on site class day payable to ESC XIV prior to the class meeting.
- SRSU agrees to credit a student proctor selected by ESCXIV \$200 a semester for
 each class that has an on-site class meeting. This proctor will assist the professor in
 making copies, opening and closing of building, making coffee, and other class
 needs.

Facilities

10. Each entity will be responsible for the maintenance, upkeep and custodial services at their respective facility.

Videoconference Equipment

- 11. ESC XIV and SRSU will be responsible for all related equipment in their respective facilities.
- 12. SRSU shall be responsible for any claims associated with SRSU's activities and use of ESC XIV facilities. SRSU shall be liable for any claims against SRSU, its employees or third persons associated with the use of ESC XIV facilities, and SRSU agrees to the extent allowed by the laws of the State of Texas, to hold ESC XIV harmless from any and all such claims. It is understood that SRSU shall not be liable for claims resulting from the actions of ESC XIV employees.
- 13. SRSU shall be responsible for all personnel costs associated with opening and closing facilities, custodial services and security services on the Alpine campus. ESC XIV will be responsible for the same at the ESC XIV teaching site. Additional Education Program classes may be taught via online platform by SRSU on open weekends in the fall and spring semesters and such classes would be available to students in the ESC XIV region who were not selected for the above-mentioned cohort. Such classes would be mutually scheduled by SRSU and ESC XIV and SRSU will be responsible for paying a reasonable fee for opening and closing facilities, custodial services and security services at ESC XIV on those additional weekends.

In witness thereof, the parties hereto have executed this Memorandum of Understanding:

Educational Service Center XIV

Shane Fields

Executive Director

Signature

Date

Sul Ross State University

Dr. Bill Kibler

President

Signature

Date