

## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

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***ACTION:***                                    **Approve the Collaborative Agreement with Aruba Ministry of Education for Wayne State College**

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Wayne State College has collaborated with Aruba Ministry of Education since 2019. This Agreement expands the collaboration and partnership so Wayne State can offer a course of study known as "Community of Learning" for teachers in Aruba.

The System Office and Wayne State College recommend approval of the Collaborative Agreement with Aruba Ministry of Education for Wayne State College.

**ATTACHMENTS:**

- WSC Aruba Ministry of Education Agreement      (PDF)

## **COLLABORATIVE AGREEMENT**

between the

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**

doing business as

**WAYNE STATE COLLEGE**

and

**ARUBA MINISTRY OF EDUCATION, SCIENCE AND SUSTAINABLE DEVELOPMENT**

The parties to this Collaborative Agreement are the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College ("WSC") and the Ministry of Education, Science and Sustainable Development of Aruba (Ministry).

The Ministry and WSC entered into a Memorandum of Understanding ("MOU") in June 2019 that is attached hereto as Exhibit 1. Through the MOU, the Ministry and WSC memorialized their shared desire to "[e]ncourage and develop cooperation and exchanges for study, research and internships in STEM, teacher education, curriculum/program development, health, business, and hospitality."

WSC offers a course of study known as "Community of Learning" for teachers (see, generally, <https://www.wsc.edu/community>), and wants to make that course of study available to qualified teachers in Aruba through the Ministry at its Instituto Pedagógico Arubano (IPA). The Ministry certifies teachers to deliver classroom instruction in Aruba, and wants to provide proven professional growth opportunities for those teachers at an affordable price.

Parties have agreed to the following:

### **1. Payment**

- a) To achieve their shared goals, the Ministry agrees to provide the Community of Learning course of study through the IPA consistent with WSC's standards for that course of study. In return, WSC agrees to provide the Ministry with professional assistance and guidance regarding the Community of Learning course of study, and to pay the Ministry a total of Forty Thousand US Dollars and No Cents (US \$40,000.00) to help make the Community of Learning course of study more affordable for the Ministry. WSC shall pay the Ministry Ten Thousand US Dollars and No Cents (US \$10,000) upon the full execution of this Collaborative Agreement and then four installment payments of Seven Thousand Five Hundred Dollars and No Cent (\$7,500) in June and December 2021, and June and December 2022, all to subsidize the costs associated with the Community of Learning course of study (specifically, to help cover the costs of one or more adjunct professors, one or more mentors, room rentals, travel, supplies, and marketing materials

- b) WSC's obligation to make the payments described in Paragraph 1(a), above, is conditioned upon adequate student enrollment in the Community of Learning course of study and the ongoing participation of qualified Facilitators in the Community of Learning course of study. If, at any time, enrollment in the Community of Learning course of study drops to five or fewer students, WSC shall have the option to deliver the remainder of the Community of Learning course of study online to the remaining students. Likewise, if, at any time, the IPA is unable to furnish qualified (in WSC's sole discretion) Facilitators to help deliver the Community of Learning course of study, WSC shall have the option to deliver the remainder of the Community of Learning course of study online to the remaining students.

## **2. Usage of Funds**

- a) The Ministry shall use all of the money it receives from WSC under this Collaborative Agreement to offer and administer (e.g., to cover the costs of for one or more adjuncts, one or more mentors, reasonable travel expenses, rent and custodial fees, educational supplies such as books, and marketing materials) the Community of Learning course of study and for no other purpose.
- b) WSC shall provide reasonable professional assistance and guidance to the Ministry regarding the Community of Learning course of study on an "as-needed" basis.

## **3. Communication of Progress**

- a) The Ministry or its designee shall periodically update WSC's Vice President of Academic Affairs, in writing, regarding the Community of Learning course of study. Those periodic updates will contain sufficient information about the number of students enrolled, their performance, and the overall delivery of the Community of Learning course of study to allow WSC to determine, in its sole discretion, the success of the Community of Learning course of study contemplated in this Collaborative Agreement.

## **4. Termination**

- a) The Ministry may withdraw from this Collaborative Agreement at any time and for any reason. WSC may withdraw from this Collaborative Agreement at any time for cause. "Cause" exists for WSC to withdraw from this Collaborative Agreement if it determines, in its sole discretion, at any time, (a) that the Ministry or any of its employees or agents misused any of the payments WSC made under this agreement, (b) that the Ministry or any its employees or agents have engaged in an unlawful, immoral, or improper conduct related to the Community of Learning course of study, or (c) that the Ministry or any of its employees or agents have broken any laws related to the Community of Learning course of study.
- b) Should the Ministry withdraw from this Collaborative Agreement, it must immediately refund to WSC any money it received from WSC under this Collaborative Agreement that it has not yet spent on the Community of Learning course of study. In the event the Ministry and WSC cannot agree on the amount of any such refund, or upon WSC's reasonable request, the Ministry shall provide WSC with an accounting of its expenditure of any money it received from WSC under this Collaborative Agreement.

- c) Should WSC withdraw from this Collaborative Agreement for any other reason than for cause (as set-forth in Paragraph 4(a) of this Collaborative Agreement), students enrolled through the Ministry in the Community of Learning course of study as of the date of WCS's withdrawal shall have the opportunity to complete another WSC program online in order to obtain a degree comparable to the one they would have earned if they had successfully completed the Community of Learning course of study.

**5. Amendment**

This Collaborative Agreement may be amended only by a written document signed by both the Ministry and WSC.

**6. Jurisdiction**

This Collaborative Agreement shall be governed by the laws of the State of Nebraska, United States.

**7. Liability**

The Ministry acknowledges and agrees that under this Collaborative Agreement or any dispute arising therefrom, WSC can be liable to the Ministry for no more than Forty Thousand US Dollars and No Cents (US\$40,000.00).

**8. Headings**

The headings used in this Collaborative Agreement are for the convenience of the parties and shall not be considered to interpret the meaning of any provision.

**9. Continuance**

The Ministry and WSC each acknowledge and agree that the term of this Collaborative Agreement is January 11, 2021 to December 31, 2022. After December 31, 2022, no party shall have any ongoing obligations or responsibilities under this Collaborative Agreement lest a continuation is agreed to by both parties in writing. The expiration of this particular Collaborative Agreement shall not impact the MOU between the Ministry and WSC.

<small>DocuSigned by:</small> _____ Dr. Marysz P. Rames, President Wayne State College	_____ Date
<small>DocuSigned by:</small> _____ Dr. Paul Turman, Chancellor Nebraska State Colleges	_____ Date
<small>DocuSigned by:</small> _____ Dr. Armando R. Lampe Aruban Minister of Education	_____ Date