

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION: **Approve Updated Memorandum of Understanding with Aruba Ministry of Education and Sport for Wayne State College**

Wayne State requests approval of an updated MOU between the Ministry of Education and Sport in Aruba and WSC regarding WSC's Master of Science in Education, Curriculum and Instruction - Instructional Leadership degree program. WSC offers a course of study known as "Community of Learning" for teachers (see generally, <https://www.wsc.edu/community>), and wants to continue that course of study to qualified teachers in Aruba through the Ministry at its Instituto Pedagogico 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. WSC's first cohort of students will be graduating in May 2023 and WSC would like to update the MOU so as to start recruiting a second cohort.

The System Office and Wayne State College recommend approval of the Updated MOU with Aruba Ministry of Education and Sport for Wayne State College.

ATTACHMENTS:

- WSC Aruba Ministry of Ed 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 AND SPORTS

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 and Sports ("Ministry").

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 four (4) installment payments of Ten Thousand Dollars and No Cents (\$10,000) in June and December 2023, and June and December 2024, 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 (5) 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 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

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 of 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 WSC'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. Unavailability of Funding

Due to possible future reductions in state and/or federal appropriations, WSC cannot guarantee the continued availability of funding for this Collaborative Agreement beyond the current fiscal year. In the event funds to finance this Collaborative Agreement become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, WSC may terminate the Collaborative Agreement or reduce the consideration by notice in writing to the Ministry. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. WSC shall be the final authority as to the availability of funds. The effective date of Collaborative Agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the Ministry may cancel this Collaborative Agreement as of the effective date of the proposed reduction by written notice to WSC. Paragraph 4c shall apply mutatis mutandis.

9. Non Discrimination

The parties agree not to discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, gender identity, national or ethnic origin, political affiliation, or status as a veteran.

10. FERPA

The parties understand and agree that information regarding students is subject to the provisions of the Family Education Rights and Privacy Act (FERPA). The parties agree to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's consent, except as may otherwise be permitted under FERPA.

11. 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.

12. Notice

All notices and other correspondence related to this **Collaborative Agreement** shall be in writing and shall be delivered by certified mail, return receipt, or electronic email, addressed as follows:

If to WSC:

Wayne State College
1111 Main St.
Wayne, NE 68787
Attn: Dr. Nicholas J. Shudak, PhD
Dean of Education and Behavioral Sciences
Email: nishuda1@wsc.edu

If to Ministry:

Department of Education
J.F.K. Education Center
Stadionweg 37
Oranjestad, Aruba, Caribbean Sea
Attn: Mrs. Anne Marie Proveyer-Groot
Director, Department of Education
Email: annemarie.proveyer@ea.aw

13. Continuance

The Ministry and WSC each acknowledge and agree that the term of this Collaborative Agreement is January 12, 2023 to May 30, 2025. After May 30, 2025, no party shall have any ongoing obligations or responsibilities under this Collaborative Agreement lest a continuation is agreed to by both parties in writing.

Dr. Marysz P. Rames, President
Wayne State College

Date

Dr. Paul Turman, Chancellor
Nebraska State Colleges

Date

Mr. Endy J.H. Croes
Minister of Education and Sports of Aruba

Date