

MEMORANDUM OF UNDERSTANDING
by and between
Texas A&M University-Commerce
and
Fannindel ISD

This Memorandum of Understanding ("MOU") is entered into by and between TEXAS A&M UNIVERSITY-COMMERCE, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter referred to as "A&M-Commerce" and Fannindel ISD hereinafter referred to as OTHER PARTY.

WHEREAS, A&M-Commerce intends to establish the Fannindel ISD collaboration, designed to increase the number of certified teachers serving Fannindel ISD via the "Pride Pathway" initiative, providing undergraduate, alternative teacher certification, and graduate degrees at A&M-Commerce.

WHEREAS, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this educational process;

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto, intending to be legally bound, have agreed as follows:

Article I. Overview and Purpose

Pride Pathway Initiative

Paraprofessionals, substitute teachers and other non-degree-holding auxiliary personnel at Fannindel ISD interested in obtaining a bachelor's degree may enroll in the competency-based academic programs within the College of Innovation and Design at A&M-Commerce as the first step in becoming a certified teacher. The BAAS: Organizational Leadership program is designed for adult learners and working professionals and offers instruction in a 100% online and flexible format. Eligible students admitted to the programs are able to transfer up to 90 semester hours of community college, WECM, military, or other transcribed college credits to be used towards graduation requirements. Courses are offered in 7-week terms, use Open Educational Resources (eliminating the need for textbooks) and are offered in a subscription tuition rate of \$750 per term. Students completing their initial courses are able to accelerate to additional courses to be completed at no additional cost within the 7-week term. Students work at their own pace through course material, but receive wrap-around support from advisors and regular and individualized feedback from instructors.

Students completing the BAAS: Organizational Leadership degree may then pursue alternative teacher certification through A&M-Commerce. If degree is completed at A&M-Commerce, alternative teacher certification credits can be applied towards completion of the M.Ed. in the Art of Teaching offered through the Department of Curriculum and Instruction at A&M-Commerce. Students also have the option of a certification pathway of their choosing.

Admission Criteria:

Be officially admitted to A&M-Commerce

Take or be exempt from the Texas Success Initiative Assessment requirements

Meet Basic Skills requirements in their first terms of enrollment at A&M-Commerce

1.1 A&M-Commerce Responsibilities:

1. Collaborate with Fannindel ISD in marketing and promoting the program to employees at Fannindel ISD.
2. Participate in HR events hosted by Fannindel ISD.
3. Provide specialized advising, mentoring and academic tracking to students who are enrolled in the BAAS: Organizational Leadership program
4. Provide specific teacher preparation training within targeted courses of the BAAS Organizational Leadership program
5. On an annual basis, provide a summary of student performance to the Fannindel ISD board or designee
6. Post the articulated A&M-Commerce and Fannindel ISD MOU and agreements on A&M-Commerce's website.
7. Provide scholarship and financial aid information, through admission and advising materials to Fannindel ISD students who enroll at A&M-Commerce.
8. Provide guidance and advice in preparation to apply for alternate teacher certification upon graduation.
9. A&M-Commerce is accredited by the Southern Association of Schools and Colleges Commission on Colleges (SACSCOC), and all A&M-Commerce instructors of courses in this articulated program are in compliance with criteria as described in SACSCOC Principle 6.2.a. of the SACSCOC *Principles of Accreditation*.
10. It is understood by both parties that all students receiving the BAAS degree from A&M-Commerce must comply with SACSCOC Principle Section 9, items 4 and 5 of the *Principles of Accreditation*. Principle 9.4 requires that "at least 25% of the credit hours required for an undergraduate degree are earned through instruction offered by the institution awarding the degree" while Principle 9.5 requires "at least one-third of the credit hours required for a graduate or a post-baccalaureate professional degree are earned through instruction offered by the institution awarding the degree. Additional courses may be required to meet this Principle.
11. Neither A&M-Commerce nor Fannindel ISD may use the SACSCOC logo in any of their materials or on websites. Use of the logo is reserved exclusively for the Southern Association of Colleges and Schools Commission on Colleges.

1.2 OTHER PARTY Responsibilities:

1. Collaborate with A&M-Commerce to market and promote the program to Fannindel ISD employees.
2. Continuously and positively promote the Pride Pathway initiative through Fannindel ISD select channels.

3. Seek approval prior to the use of University marks or descriptions of A&M-Commerce academic programs in marketing or social media materials.
4. Recruit talented paraprofessionals, substitute teachers and other non-degreed auxiliary personnel seeking a bachelor's degree to the academic programs within the College of Innovation and Design.
5. Post the articulated A&M-Commerce and the Fannindel ISD MOU and agreements on websites owned and maintained by Fannindel ISD.
6. Communicate all of A&M-Commerce's academic requirements, policies, procedures, tuition and fees to eligible Fannindel ISD employees.

Article II. Duration of the MOU:

2.1. Term. This MOU will become effective upon the date of its signing and shall have a term of five years unless terminated by either party. This MOU may be extended by mutual written consent of the parties.

2.2. Termination of the MOU. This MOU may be terminated by either party at any time prior to the expiration of this MOU by providing written notice to the other party 30 days in advance.

Article III. Modification

This MOU may be modified by mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

Article IV. Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing

Article V. Notices

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission,

email, or other commercially reasonable means and will be effective when actually received. A&M-Commerce and OTHER PARTY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M-Commerce: Mr. Travis Ball, M.Sc., CTPM
Chief Procurement Officer and HUB Coordinator
Texas A&M University-Commerce
P.O. Box 3011
Commerce, TX 75429-3011

OTHER PARTY: _____

Attention: _____

Phone: () _____

Fax: () _____

E-mail: _____

Article V. Other

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M-Commerce must be in Hunt County, Texas.

OTHER PARTY expressly acknowledges that A&M-Commerce is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law.

The OTHER PARTY acknowledges that A&M-Commerce is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon A&M-Commerce's written request, the OTHER PARTY will promptly provide specified contracting information exchanged or created under this MOU for or on behalf of A&M-Commerce. The OTHER PARTY acknowledges that A&M-Commerce may be required to post a copy of the fully executed MOU on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the OTHER PARTY agrees that the agreement can be terminated if the OTHER PARTY knowingly or intentionally fails to comply with a requirement of that subchapter.

Each party shall bear its respective costs, risks, and liabilities incurred by it as a result of its activities under this MOU. Neither party has any right to any reimbursement, payment, or compensation under this MOU. Any such obligations must be addressed in separate written agreements between the parties.

Each party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws and regulations.

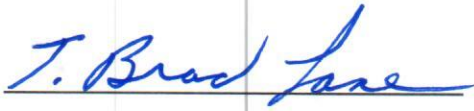
Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

This MOU contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter.

The undersigned parties bind themselves to the faithful performance of this MOU:

Fannindel ISD

Texas A&M University-Commerce



Brad Lane

Superintendent



Dr. Mark Rudin

President

Date: 5-23-2022

Date: May 12, 2022