



**Memorandum of Understanding
Post Master's Certificate 2022 Pilot Cohort**

This Memorandum of Understanding ("MOU") is made this 15 day of December, 2021 (the "Effective Date") and is made between:

FROSTBURG STATE UNIVERSITY,

a constituent institution of the University System of Maryland, and an agency of the State of
Maryland, USA.

101 Braddock Road

Frostburg, Maryland (MD) 21532

("FROSTBURG")

And

MINERAL COUNTY SCHOOLS

36 Baker Place

Keyser, West Virginia (WV) 26726

("MINERAL COUNTY")

RECITALS

eligible, or

2. otherwise meet the requirements under COMAR.13A.12.04.04.B.(2) (b).

Students must also have 3 credits of coursework, either undergraduate or graduate level, in Special Education. Students who do not have the special education prerequisite may be provisionally admitted to the certificate program with the requirement to complete the prerequisite within the first 9 credit hours.

- D. Students nominated by MINERAL COUNTY must accept the nomination and apply for admission to FROSTBURG.
- E. Nominees will be responsible for completion of all admissions protocols within the FROSTBURG Graduate Catalog. It is the students' responsible to provide transcripts to FROSTBURG Graduate Services.
- F. Students participating in the program are responsible for securing reliable access to the internet for the portion of the program taught online.

II. Roles and Responsibilities: MINERAL COUNTY

- A. Provide a suitable facility, access, and instructional support for classroom-based instruction at no cost/charge to FROSTBURG.
- B. Provide a physical address location for the site of instruction to FROSTBURG to comply with Middle States Commission of Higher Education (MSCHE) and appoint an on-site liaison to FROSTBURG .
- C. Assist FROSTBURG in securing approval from the State of West Virginia for the delivery of the program.
- D. Recruit and nominate the Pilot Cohort of qualified students which must be comprised of no less than fifteen (15) and no more than twenty-five (25) students. FROSTBURG reserves the right to withdraw from the delivery of the program if less than 15 qualified students have been admitted by FROSTBURG by January 24, 2022.

V. Modality

The course modality will be hybrid, a mix of in-person instruction at the site located in West Virginia and partly through live, synchronous online instruction. The time, date, and location for each of the closed synchronous online and in-person class sessions will be set forth in the course syllabus. The approved program modality is online.

In-person instruction will take place at Keyser High School (Keyser, WV). The Keyser High School location will be an instructional site and designated to appropriate regulatory agencies by FROSTBURG. MINERAL COUNTY will be responsible for providing access to this facility and instructional support at this location.

VI. Duration of MOU

This MOU shall take effect immediately upon execution by the parties and shall remain in effect through the period of instruction for the pilot cohort which will end December 31, 2022. Certificates in Educational Leadership will be awarded by FROSTBURG to students who successfully complete the course of instruction and who pass the SLLA examination, for which there is a six-year statute of limitation.

VII. Financials

1. The tuition for each course will be equal to 100 percent (100%) of the then-current FROSTBURG in-state graduate tuition rate (\$446 per credit hour). Every student admitted to the program will also receive a 10% tuition scholarship. In the Spring 2022 term, tuition for a 3-credit course will be \$1,204.20, calculated as follows:

$$\$446 \text{ per credit hour} \times 90\% \times 3 \text{ credits} = \$1,204.20$$

2. Relevant fees will be charged at the then-current FROSTBURG posted rate.
In the Spring 2022 term, a Technology Fee of \$16 per credit hour will be assessed.
3. MINERAL COUNTY will provide billing instructions for each Pilot Cohort student (tuition and fees as specified in VII. Financials, #1. and #2., above) by no later than the

1. To a third party only where the other party has consented in writing to such disclosure.
 2. To the extent required by law or by the request or requirement of any judicial, legislative, administrative, or other governmental body.
 3. to the extent required by the party to carry out the delivery of courses or services to students.
- C. If a party loses or makes unauthorized disclosure of any of the Confidential Information, the party will immediately notify the other party and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

XI. Use of Non-Academic Intellectual Property

- A. FROSTBURG and MINERAL COUNTY each agree to grant a non-exclusive, non-transferable, non-sublicensable, limited, and royalty-free reciprocal license to the other party in order that each party may use the other party's names, logos, images, and URL links for the purpose of development, promotion, recruitment, and general marketing in print and electronic format, and to adhere to the guidelines established in this MOU. These limited licenses to use non-academic intellectual property expire immediately upon the expiration or termination of this MOU for any reason.
- B. Where usage guidelines are documented by FROSTBURG, these usage guidelines will be shared with MINERAL COUNTY.
- C. Where possible, FROSTBURG will provide standardized templates for advertising and promotion with express permission for MINERAL COUNTY to use the same. MINERAL COUNTY will use FROSTBURG's templates, making changes to specific content that does affect the design or placement of FROSTBURG's content. For example, an advertisement offered to promote a specific event will be designed. MINERAL COUNTY will have permission to change the name of the event, the date,

to protect any of the rights of MINERAL COUNTY therein and thereto. FROSTBURG shall cause to appear on all materials incorporating MINERAL COUNTY's name, logos, images and/or URL such legends, markings, and notices as MINERAL COUNTY may request to give appropriate notice of any trademarks, service marks, trade name, copyright, or other right with respect thereto. FROSTBURG shall not make any alterations or changes to the design or type of MINERAL COUNTY's name, logos, images and/or URL without the prior written consent of MINERAL COUNTY

XII. Communications

The parties agree to appoint key contacts for the purpose of facilitating this MOU as set out in this MOU.

XIII. Promotional Materials

FROSTBURG will provide MINERAL COUNTY with traditional promotional and marketing materials such as view books, brochures, fee charts, PowerPoint presentations and links to YouTube and other media to assist in the delivery of the Services under this MOU. Any additional expenses associated with creation or updating of marketing and promotional materials to be incurred by MINERAL COUNTY and reimbursed by FROSTBURG must be pre-approved by FROSTBURG.

XIV. Ethical Recruitment Practices

Both parties shall act and shall instruct and enforce to the best of their ability to cause all agents and representatives to act in a professional and ethical manner so as not to misrepresent or exaggerate any aspect of FROSTBURG, its admissions policy, its applications procedures, or its fee structures. Neither MINERAL COUNTY nor its agents shall make any representations, warranties, or assurances on behalf of FROSTBURG to prospective recruits or their families, including without limitation any guarantees as to admission, degree completion or subsequent employment prospects, except as expressly authorized in writing by FROSTBURG. Neither

3. If this MOU is terminated while students are enrolled through this MOU, the students may continue their educational experience under this MOU until that experience would have concluded absent the termination.

XVIII. Notice

- A. Any notice or other communication required or permitted to be given under this MOU will be in writing unless otherwise specified and will be considered to have been given if delivered by hand, sent by prepaid international courier, transmitted by email, or mailed by prepaid registered mail, to the address of the party set out below:

To **MINERAL COUNTY** Schools:

Troy Ravenscroft, Superintendent

36 Baker Place

Keyser, West Virginia (WV) 26726

Phone: (304) 788-4200

Email: tlravenscroft@K12.wv.us

Or to such other addresses as MINERAL COUNTY may specify by notice given as set out above.

To FROSTBURG:

Dr. Michael Mathias, Interim

Provost, Academic Affairs

Frostburg State University

101 Braddock Road

Frostburg, MD 21532 USA

Tel: 1.301.687.4000 / Email

to Brad Nixon:

bnixon@frostburg.edu

Or to such other addresses as FROSTBURG may specify by notice given as set out above.

- B. Notice or other communication will be deemed to have been given:

XX. Force Majeure

The parties will be released from their obligations under this MOU to the extent that any cause including, though not limited to, a national emergency, war, prohibitive government regulations, pandemic, strike, or any other cause beyond the reasonable control of the parties hereto, renders performance this MOU impossible.

XXI. Compliance

MINERAL COUNTY and FROSTBURG shall comply with all local, state, federal and international laws, codes, ordinances, rules, and regulations in the countries in which it is operating, and all FROSTBURG's policies, procedures, and directives applicable to such activities.

XXII. Status of Parties

MINERAL COUNTY shall be and remain an independent contractor of FROSTBURG with respect to the entire subject matter of this MOU and the Services to be provided thereunder. Nothing in this MOU shall be construed to create or imply the creation of a partnership, agency, joint venture, employment, or other association. MINERAL COUNTY shall not have, or hold itself out as having, the power or authority to bind or create liability for FROSTBURG.

This MOU is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.

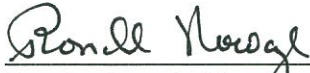
XXIII. Entire MOU

This MOU constitutes the entire MOU between the parties with respect to the subject matter herein, and supersedes all prior understandings, negotiations, and MOUs of the parties. There are no representations, warranties, MOUs, or other

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS MOU AS OF THE EFFECTIVE DATE.

Frostburg State University

Signed and delivered by its authorized signatory:

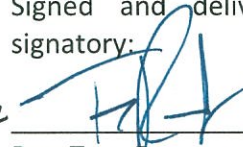


Date 2/18/2022

Per: Dr. Ronald Nowaczyk, President

Mineral County Schools

Signed and delivered by its authorized signatory:



Date 2-21-22

Per: Troy Ravenscroft, Superintendent