



Office of Educational Outreach
College of Education

SAMPLE

**MEMORANDUM OF UNDERSTANDING
(INSERT DEGREE PROGRAM NAME HERE
AND AREA OF SPECIALIZATION/MAJOR IF APPROPRIATE)**

This Memorandum of Understanding (MOU) is entered into by and between (INSERT UofSC DEPARTMENT NAME OFFERING THE DEGREE PROGRAM) of the University of South Carolina, (UofSC), and (INSERT NAME OF CLIENT AGENCY OR DISTRICT HERE), hereinafter referred to as Client, and who as Client shall be jointly and severally responsible.

This MOU supersedes all prior agreements, promises, representations, and commitments to offer said program.

APPLICABLE LAWS

This MOU shall be governed and constructed in accordance with laws of South Carolina.

During the performance of this MOU, UofSC and the Client shall comply with all applicable federal, state, and local executive orders, laws, and regulations and their policies and procedures, respectively.

UofSC AGREES TO USE ITS BEST EFFORTS TO:

- 1.1.1 Offer the opportunity for the Client to participate in enrolling its eligible employees in a program consisting of courses leading to the (INSERT DEGREE PROGRAM NAME HERE, e.g. M.Ed. in Teaching), to include:

(LIST COURSE DESIGNATORS, NUMBERS, AND TITLES FOR ALL COURSES REQUIRED IN THE DEGREE PROGRAM TO BE OFFERED UNDER THIS CONTRACT)

- 1.2 Select and be the final determinant of the qualifications for each course instructor.

- 1.3 Determine the eligibility and admissibility of each participant who applies to UofSC and The Graduate School.

THE CLIENT SHALL:

- 2.1 (a) Guarantee and shall pay to UofSC the flat fee of (INSERT FULL CONTRACT FEE HERE AND HOW THE FEE IS DERIVED FROM THE CURRENT SCHEDULE OF FEES) based on not more than (INSERT REQUIRED NUMBER OF PARTICIPANTS AT THIS CONTRACT FEE) for the initial program cohort, payable in installments to the office of the University Bursar at UofSC Columbia, as follows:

(INSERT PAYMENT SCHEDULE HERE)

(EXAMPLE OF PAYMENT SCHEDULE FOR 3 YEAR PROGRAM BEGINNING IN SUMMER OR FALL 2009 AND ENDING SPRING 2012 WHERE EACH INSTALLMENT TOTAL TO FULL CONTRACT PRICE:

- | | |
|-----------------------------------|---------------------------------|
| (1) \$26,250 on June 1, 2009; | (5) \$26,250 on June 1, 2011 |
| (2) \$26,250 on January 1, 2010; | (6) \$26,250 on January 1, 2012 |
| (3) \$26,250 on June 1, 2010; | |
| (4) \$26,250 on January 1, 2011) | |

- 2.1 (b) The fee is effective through (INSERT DATE OF PROGRAM COMPLETION HERE).

- (1) The fee does not include the initial application fee, change of status fees, late registration fees, or out-of-state tuition differential of (INSERT HERE THE DIFFERENCE BETWEEN THE RESIDENT AND NON-RESIDENT TUITION RATE FOUND ON THE CURRENT SCHEDULE OF FEES) (out-of-state differential certified teacher) per credit hour for which each participant shall be responsible and shall pay directly to UofSC.
- (2) No other adjustments shall be made.
- (3) The initial cohort shall not exceed (INSERT MAXIMUM NUMBER FOR COHORT HERE noting that each participant beyond required number will incur additional fees per 2.1 (c) below) participants.
- (4) (LIST AGENCY/DISTRICT NAME HERE) shall serve as the fiscal agent and will be invoiced for payments as scheduled.
- (5) This MOU applies only to the initial cohort; subsequent cohorts will require a separate MOU.

- 2.1 (c) An additional payment of up to but not to exceed (INSERT MAXIMUM DOLLAR AMOUNT CLIENT IS WILLING TO INCUR FOR EXTRA STUDENTS BEYOND NUMBER IN 2.1(a) HERE) shall be paid on (INSERT END DATE OF DEGREE PROGRAM HERE) based on the following payment scale:

- (1) For each additional participant over the (INSERT REQUIRED NUMBER HERE FROM 2.1(a)) base participants who completes the (INSERT

DEGREE PROGRAM NAME HERE) program, including transferred credits, the Client shall promptly pay to UofSC the sum of (INSERT COST FOR ONE PARTICIPANT IN THE FULL DEGREE PROGRAM HERE) per participant.

- (2) For each additional participant over the (INSERT NUMBER FROM 2.1(a) HERE) base participants who completes less than the (INSERT DEGREE PROGRAM NAME HERE), including transferred credits, the Client shall promptly pay to UofSC the sum of (INSERT PARTICIPANT PER COURSE COST HERE) per course for each participant.

2.2 Ensure that each participant is eligible for the certified teacher rate as approved by the UofSC Board of Trustees. South Carolina teachers who live out-of-state are required and must pay out-of-state cost differentials.

2.2.1 Certified teachers are defined as those who hold current South Carolina teacher certifications and are in-state residents or who are out-of-state residents employed by a South Carolina school district.

2.3 Provide a preliminary written list of the cohort participants not later than 30 days prior to the scheduled commencement date of the first course in the program sequence, which list shall identify the participants by name, social security number, permanent mailing address, and employer/affiliation.

2.3.1 All participants must be employed full-time by Client.

2.4 Provide a final written list of the participants not later than the first day of the scheduled commencement date of the initial course and each subsequent course, which list shall identify the participants by name, social security number, permanent mailing address, and employer/affiliation.

2.4.1 All participants must be employed full-time by Client.

2.5 Not permit nor agree to permit the enrollment of any participant who either reports to or is directly supervised by the course instructor, nor permit nor agree to permit the enrollment of any participant if the course instructor either reports to or is directly supervised by that participant.

2.6 Designate UofSC and The Graduate School to be the final determiner of the qualifications of each course instructor and the eligibility and admissibility of each participant who applies to UofSC and to The Graduate School. UofSC shall have no decision as to which employees of a District are invited or refused participation by a District.

2.7 Be bound by the rules and regulations of UofSC and of The Graduate School, including *The Graduate Bulletin*, as may be applicable.

2.8 Ensure that all participants are informed in writing that:

2.8.1 UofSC and The Graduate School shall have final authority to determine each participant's eligibility and admissibility.

2.8.2 Each participant is solely and personally liable for and shall promptly pay UofSC upon receipt of invoice the initial application fee, change of status

fees, late registration fees, or out-of-state tuition differential of \$33 per credit hour.

- 2.8.3 Each participant shall comply with UofSC and The Graduate School rules and regulations, including *The Graduate Bulletin*.
 - 2.8.4 No participant shall be enrolled in any course if that participant either reports to or is directly supervised by the course instructor. All decisions shall be made by the Director of the Office of Educational Outreach and shall be final.
 - 2.8.5 No participant shall be enrolled in any course if the course instructor either reports to or is directly supervised by the participant. All decisions shall be made by the Director of the Office of Educational Outreach and shall be final.
 - 2.8.6 No refunds shall be given.
 - 2.8.7 Each participant must individually apply to and be accepted into the Graduate School and the UofSC (INSERT DEGREE NAME HERE) degree program to participate.
 - 2.8.8 Textbooks and instructional materials for all listed courses are (INSERT: “included” OR “not included” AS APPROPRIATE) in the fee paid to UofSC (IF NOT INCLUDED, INSERT: “and are the responsibility of the participants.”).
- 3.0 Identify a local liaison, who shall serve as the official contact person for the Client and its participants:

Name: (INSERT NAME OF AGENCY/ DISTRICT LIAISON)

Title: (INSERT LIAISON OFFICIAL TITLE)

Mailing Address: (INSERT LIAISON MAILING ADDRESS)

Telephone Number: (INSERT LIAISON TELEPHONE NUMBER)

E-mail Address: (INSERT LIAISON E-MAIL ADDRESS)

Fax Number: (INSERT LIAISON FAX NUMBER)

BOTH UofSC AND THE CLIENT AGREE:

- 3.1 UofSC reserves the right to cancel any course and/or modify the course sequence as it deems necessary in its discretion, including insufficient enrollment or other circumstances, such as financial necessity.
- 3.2 The MOU may be cancelled upon 90 calendar days prior written notice for cause
 - (a) without any further liability by either party, provided that the cancellation shall only be exercised in good faith upon establishing cause to be:
 - (b) Financial exigency;
 - (c) Governmental action rendering further performance impossible or impracticable;
 - (d) UofSC’s reasonable inability to acquire or maintain qualified instructors; such other events or occurrences that render fulfillment of the purpose of this MOU impossible.
- 3.2.1.1 Notwithstanding notice of Cancellation, the Client shall be liable for and shall promptly pay to UofSC based on the prorated fee due and owing through the date

of cancellation for all services delivered and courses initiated through the first class meeting.

3.2.1.2 UofSC shall not be liable for any other expenses, damages, liability or other claims and the Client shall hold UofSC harmless for all such damages and claims, including attorney fees.

3.3 Any additions or deletions to this Memorandum of Understanding must be in writing and approved by the respective authorized agents.

3.4 This MOU supersedes any and all prior agreements, promises, representations and commitments.

3.5 The terms and conditions in this MOU are subject to approval of the UofSC Board of Trustees and any other governing authority.

3.6 Each signer warrants authority to enter into this MOU.

UNIVERSITY OF SOUTH CAROLINA
Thomas L. Stepp, Secretary
Board of Trustees

Date: _____

BY SIGNING BELOW, I APPROVE:

**(INSERT CLIENT AGENCY/DISTRICT NAME)
(INSERT NAME AND TITLE OF SIGNATORY
AND AUTHORIZED FISCAL AGENT)**

Date: _____

**UNIVERSITY OF SOUTH CAROLINA
(INSERT DEPARTMENT NAME FOR UNIT
OFFERING THE DEGREE PROGRAM)
(INSERT NAME AND TITLE OF DEPARTMENT CHAIR)**

Date: _____

UNIVERSITY OF SOUTH CAROLINA

Date: _____

NOTE:

**Final and official approval of a contract
based on this Memorandum of Understanding
by the UofSC Board of Trustees
under the authority of the Office of Sponsored Awards Management
will occur after all unit level approvals are documented through
UofSCeRA and the client's fiscal authority signs the final contract.**

**REMOVE THIS PAGE FOR THE FINAL VERSION OF THE
MEMORANDUM OF UNDERSTANDING WITH ORIGINAL
SIGNATURES**