

## MEMORANDUM OF UNDERSTANDING

### United States University (USU) and Studer Education (on behalf of its *TeacherReady*® Program)

The purpose of this Memorandum of Understanding between United States University ("USU") and Studer Education, a division of The Studer Group, L.L.C. ("Studer Education") is to provide teacher candidates and students with an opportunity to receive high quality academic experiences to become highly effective and qualified teachers.

Studer Education offers a program entitled *TeacherReady*® ("TeacherReady" or "the program"), which is a State of Florida approved and an NCATE accredited online, alternative teacher certification program through the University of West Florida's Professional Education Unit.<sup>1</sup> The program consists of content and field experiences that align to state and national professional teaching standards. Candidates who successfully complete the program become eligible to receive a State of Florida professional teaching license.

United States University offers career relevant bachelor's degree and master's degree programs for working adults and an underserved student population. USU maintains a commitment to making college affordable and assisting students to graduate with relatively little or no debt. The USU faculty are comprised of a diverse and dedicated group of educators who personally mentor each student to ensure their success.

USU and Studer Education desire to enter into a non-binding, cross-marketing relationship, which is intended to provide a mutual benefit for growing program enrollments, as follows:

- (i) The TeacherReady Program will benefit from USU promoting the program to potential new candidates and offering an articulation between TeacherReady coursework and the M.A. in Education program to new and existing students; and
- (ii) USU will benefit from Studer Education (by and through the TeacherReady Program) non-exclusively promoting the USU master's degree program to students seeking to apply to a master's degree program after completing the TeacherReady Program.

During the term of this Memorandum of Understanding, Studer Education and USU will log and submit a semester report on the number of TeacherReady completers selecting to apply to a USU master's program by those initially recruited by USU and those initially recruited by TeacherReady, to the extent permitted by law and authorized by the affected students. Prior to exchanging such information, the parties will confirm that they have a FERPA waiver on file for each listed student and have complied with other data privacy laws, as applicable. To the extent required by law or as otherwise appropriate, we may deliver additional privacy notices to you from time to time. Please visit our Privacy Statement at <https://www.studergroup.com/legal/privacy-statement> for information about our privacy practices related

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<sup>1</sup> *TeacherReady* is a registered trademark of the University of West Florida.

to the TeacherReady program.

The term for this Memorandum of Understanding between Studer Education (TeacherReady) and USU is the period beginning on April 1, 2020 and continuing until either party elects to conclude the relationship pursuant to this paragraph. Either party may choose to conclude the relationship at any time by providing written notification to the other party of its intent to end the relationship at least 90 days prior to the date that such relationship will terminate; *provided*, that USU shall remain obligated to honor credit hours pursuant to this Memorandum of Understanding for all students admitted or enrolled in a master's program at USU prior to the effective termination of the parties' relationship and shall not hinder such students from completing the master's program aligned to this Memorandum of Understanding. USU will have no obligation to honor credit hours for any students enrolled in the TeacherReady Program, who have not been admitted to USU's master's degree program prior to the termination of the parties' relationship.

The TeacherReady program provides teaching candidates with the following:

- An opportunity for candidates to become eligible to receive a professional teaching certificate in the State of Florida that can be transferred to other states by reciprocal agreement. In order to receive a professional teaching certificate, candidates must:
  - Meet the admission requirements of the TeacherReady program, which include;
    - a bachelor's degree from an accredited university
    - a minimum 2.5 GPA within the last 60 semester hours of undergraduate coursework
    - Successful completion of a benchmark case study and a disposition benchmark.
  - Successfully complete the TeacherReady Program, including all instruction components and required field experiences.
  - Successfully pass three State of Florida certification tests. Students living in other states must complete the associated state requirements to receive certification in that state, as well. The TeacherReady director works with candidates to assist with this requirement. All students completing the TeacherReady Program and the State of Florida certification tests described in this paragraph will receive a professional teaching license from the State of Florida.

United States University provides student candidates with the following:

- An opportunity through this Memorandum of Understanding, which serves as an articulation agreement with Studer Education, for TeacherReady completers to transfer six (6) units of graduate credit toward USU's M.A. in Education degree in accordance with the following process:
  - Upon USU's receipt of the transcript from the University of West Florida with documentation of successful completion of Teacher Ready, candidates will be able to transfer six (6) credits towards a Master of Arts in Education degree program at USU. TeacherReady credit will be used to fulfill the elective credit requirement.
  - Master's candidates must meet the following minimum requirements to enter a Master's program at USU:

- Must have a bachelor's degree from an accredited institution
- A minimum 2.5 undergraduate GPA or successful completion of the TeacherReady program

USU and Studer Education will work together to promote opportunities for candidates/students to receive a professional teaching certificate by completing the TeacherReady Program and to enroll in a master's program at USU to continue their education and receive a master's degree, subject to the publicity consent requirements below. Promotions include, but are not limited to:

- Listing the opportunities on each other's website;
- Including the opportunities in written material;
- Including information on social media platforms, such as Facebook and Twitter; and
- Introducing the opportunities to candidates/students through email and phone correspondence.

Notwithstanding the foregoing, all marketing and promotional materials representing the relationship will be reviewed and approved by each organization, and neither organization may use the name, logo or trademark of the other for promotional purposes without the other organization's prior written consent.

Throughout this relationship, the two organizations agree to:

- Engage in one annual team meeting (virtual or on-site) with representatives from both organizations;
- Engage in a monthly phone call meeting;
- Demonstrate program approval and satisfaction data to ensure program quality, upon request;
- Promote program opportunities for students to receive a professional teaching certificate, as well as a master's degree; and
- Establish and communicate measurable and aligned goals that will support program quality and growth of both the TeacherReady and the USU's master's degree program.

For purposes of this Memorandum of Understanding, the contact for the TeacherReady program is Dr. Sarah Miller, and the contact for USU is Dr. Rebecca Wardlow.

### **General Terms for Intellectual Capital**

The program content and materials for the TeacherReady program will remain the intellectual property of Studer Education, and the program content and materials for academic programs at USU will remain the intellectual property of United States University. Nothing in this Memorandum of Understanding will be deemed to transfer ownership of any intellectual property from one party to the other or to authorize the use of the other party's intellectual property without such party's express written consent.

Both parties acknowledge that, by reason of their relationship, they may have access to certain information and materials considered by the other party to be confidential and proprietary, including financial, corporate, personnel, operational and technological information, software and trade secrets. The parties agree that such confidential and proprietary secret information shall be used only for the purposes of facilitating this Memorandum of Understanding, shall be protected from unnecessary disclosure within each organization, and shall not be disclosed to third parties. Each party shall notify the other if it learns of unauthorized use or disclosure of the other party's confidential and proprietary information. This provision shall survive termination of this Memorandum of Understanding.

**Binding Nature**

This letter is not intended to create and does not create any legally binding obligation of any nature on the part of either organization other than the General Terms for Intellectual Capital; *provided*, however, that to the extent that any students enroll in either the TeacherReady Program or the USU master's degree program based on or in reliance upon this relationship, USU shall be obligated to provide such students with six (6) credits towards a Master of Arts in Education degree program at USU as set forth in this Memorandum of Understanding.

By signing below, the undersigned parties agree to the terms of this Memorandum of Understanding, effective as of April 1, 2020.

**United States University**

Agreed and accepted:

By: St. Stargardt 3/13/2020  
Dr. Steven Stargardt, President Date

**Studer Education**

Agreed and accepted:

**The Studer Group, L.L.C.**

By: J. Pitcher 5/8/2020  
Janet Pitcher Date  
Managing Director; Executive Leader