



## **Memorandum of Understanding (MOU)**

### **DEAF AND HARD OF HEARING (D/HH) ENDORSEMENT CONSORTIUM PROGRAM**

#### **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish the general framework for collaboration among several out-of-state institutions of higher education with teacher preparation programs and a Michigan institution of higher education (hereafter referred to as the Member Institutions) in support of the development and delivery of an on-line education program that will permit certified teachers in Michigan to qualify for an additional Michigan teaching endorsement in D/HH. This MOU defines the roles and responsibilities of the Member Institutions as they relate to their membership in the Consortium, and the delivery of courses that meet the needs of the program.

The Michigan Department of Education, Office of Special Education will verify completion of the plan of study for a D/HH Endorsement in the State of Michigan and will work with the Office of Educator Excellence in awarding the endorsement to Michigan students. Further, Michigan Department of Education – Low Incidence Outreach (MDE-LIO) will serve as the authorizing agent for responsibilities as noted in Appendix 1.

#### **Membership**

Membership in this Consortium is determined as a result of each Member Institution agreeing to participate in the multi-state consortium to offer on-line and distance learning offerings for students in Michigan. Member Institutions include Minot State University, Saginaw Valley State University, Saint Joseph's University, Texas Woman's University, University of Northern Colorado, and Valdosta State University.

Continuation or retention of membership shall be determined by a declaration of participation to other members through a commitment to enter into the MOU with all other Member Institutions and the acceptance of each declared member by all other Member Institutions and the Office of Special Education. Should a Member

Institution choose to withdraw from the consortium, the Member Institution shall notify the Michigan Department of Education, Office of Special Education with an advance notice of at least one year prior to the date of expected withdrawal from



the Consortium and thus this MOU. Membership shall be re-assessed by each member as the MOUs expire and the new MOUs are issued.

The extent to which Member Institutions choose to engage in the activities, beyond the basic commitments included in this MOU, will be at the sole discretion of each participating institution.

The Deaf and Hard of Hearing (D/HH) Consortium MOU shall be reviewed by the Member Institutions annually to determine if any amendments are needed.

It shall be a common goal of the Member Institutions to:

1. Provide coursework in D/HH, which reflects current knowledge and best practices for educating children who are Deaf or Hard of Hearing. The plan of study shall be available and used by the Consortium for the duration of this MOU.
2. Prepare and deliver courses that will be available in synchronous and/or asynchronous electronic formats.
3. Allow and encourage students in the D/HH Consortium to select courses from multiple Member Institutions.
4. Agree that students shall be subject to the policies and procedures of each institution, including, but not limited to, those concerning academic misconduct and other discipline issues.
5. Agree that each institution shall own whatever courses it develops, including any and all associated intellectual property. Member Institutions shall not offer courses developed by another Member Institution or use any intellectual property associated therewith, except as specifically provided for in this MOU or as otherwise authorized in writing by that Member Institution.

**Each Member Institution Shall Independently Be Responsible For:**

- Offering courses approved through this consortium.
- Offering courses at the tuition rate as set by each Member Institution.
- Setting minimum and maximum enrollment limits for their Member Institution.
- Offering a course section, making decisions regarding student issues, such as grading, ethical behavior, etc., that are customarily covered by the institution's handbook or rules.
- Communicating the schedule of courses by semester, final grades, and any decision regarding course cancellation and other necessary information with MDE-LIO or its designee.
- Each Member Institution shall communicate with collaborating members to determine whether any cancellation will have an impact upon the pool of students participating in the D/HH Consortium.
- Each Member Institution may choose to offer students the option to complete additional coursework to earn a Master's degree. This is outside the scope of this Consortium and to be determined by each Member Institution.

MDE-LIO will be the central point of entry (see Appendix 1) for students to apply to the D/HH Consortium. The designation of this single point of entry into the program shall in no way restrict the ability of Member Institutions to apply specific admission or registration requirements on students.

**Relationship Between the Parties**

The relationship between the Member Institutions is that of independent contractors and not of partners, employers, employees or any other kind of relationship. The Member Institutions do not have, and shall not represent that they have, any power, right or authority whatsoever to bind the other Member Institutions in any transaction with third parties, or to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Member Institutions.

**Promotion of the Consortium**

In order to promote awareness of learning opportunities available through the Consortium, each Member Institution may include relevant information about the Consortium in official university communications, both on-line and in print. It is also noted that any publication, conference presentation or electronic transmission representing the D/HH Consortium will have approval of the majority of Member Institutions. Participating Member Institutions must receive written approval for use of individual Member Institution materials (such as logos, copyrighted materials).



### **Miscellaneous**

Every attempt will be made by the Consortium to ensure that the D/HH Consortium approved students are given the opportunity to complete the requirements for a D/HH endorsement prior to the dissolution of this MOU.

The Member Institutions are aware of, and shall comply with all federal, state, and local laws applicable to this MOU, including nondiscrimination laws. Illegal discrimination by a Member Institution shall be regarded as a material breach of this MOU.

This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understanding and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by all Member Institutions.



## **Terms of Agreement for this Memorandum of University Deaf and Hard of Hearing Endorsement Consortium Program**

Each Member Institution will sign a Memorandum of Understanding Agreement. This MOU will be effective January 1, 2025 through December 31, 2030.

This Agreement will be reviewed by the Member Institutions five years from the effective date to determine if the MOU will be renewed and, if so, under what terms. The signature below signifies agreement to this MOU for the D/HH Consortium from the individual Member Institution in cooperation with the other participating Member Institutions.

College/University Name: Minot State University

Name/Title: Dr. Steven Shirley, President

Signature: Dr. Steven Shirley  
BEB9F02CE011355D36DD2E9C41330938 ready,sign

Date: 12/09/2024

## **Appendix I**

MDE-LIO or its designee is the central point of entry for students who have been accepted for enrollment in the Consortium. Responsibilities include:

1. Review student application materials and determine admission into the Deaf and Hard of Hearing (D/HH) Consortium.
2. Provide a list of students who have been accepted for enrollment in the D/HH Consortium to Member Institutions.
3. Communicate with Member Institutions regarding student admission information, course offerings, schedules, tuition and fees, final grades of each student, and course descriptions and syllabi as needed.
4. Develop and maintain a Plan of Study with each student.
5. Provide advising to students for registration, course availability, required prerequisites, and practicum placement.
6. Processing of reimbursement for students.
7. Determine if a course outside of the consortium will be accepted as a transfer course if requested by a student.
8. Provide updated information and materials as needed for website.
9. Allow only courses completed within 7 years from the date of the approved Plan of Study to be accepted toward the endorsement.
10. Perform final audit of documents required for submission to the Michigan Department of Education, Office of Educator Excellence.
11. Advise student that upon completion of all requirements of the D/HH Consortium, the student will submit his/her application for added endorsement and supporting materials directly to the Office of Educator Excellence for evaluation.