



SOUTHWEST TEXAS JUNIOR COLLEGE

2401 Garner Field Road | Uvalde, TX 78801-6221


Phone: (830) 278-4401 | Fax: (830) 591-7354

swtjc.edu

MEMO

TO: Dr. Hector Gonzales and SWTXC Board of Trustees

CC: Nita Reed

FROM: Dr. Randa Schick 

DATE: June 11, 2024

SUBJECT: Association of College and University Educators (ACUE) contract

Please accept this memorandum as formal request to use Title III grant funds to contract with the Association of College and University Educators (ACUE) to provide professional development for SWTXC STEM faculty.

ACUE's mission is to ensure student success through evidence-based teaching practices. They have developed a research based Effective Teaching Practice Framework that has been shown to improve student engagement and course success rates. The Framework includes training topics such as (1) Designing an Effective Course, (2) Establishing a Productive Learning Environment, (3) Using Active Learning Strategies, (4) Promoting Higher Order Thinking, and (5) Assessing to Inform Instruction and Promote Learning.

As outlined in the attached documents, ACUE will train 33 of our STEM faculty with the Effective Teaching Practice Framework. The training will culminate in ACUE Effective Teaching Practice Framework certification for those faculty who complete the training. ACUE will also provide us with a course-taker Impact Analysis at the end of the 1-year contract period.

The cost for the 1-Year Partnership Agreement with ACUE is \$59,250 and will be fully funded out of Title III grant funds.



June 11th, 2024

RE: Full STEaM Ahead, ACUE Effective Teaching Practice Certification

Dear Board of Southwest Texas College,

I am writing to request your approval for a partnership with the American Council on Education (ACUE), which will be fully funded by the Title III Grant-Full STEaM Ahead. This partnership will allow Southwest Texas College (SWTX) to work with the Association of College and University Educators (ACUE) to satisfy the project's objectives through quality instruction.

ACUE is on a mission to ensure student success through evidence-based teaching practices. Their Effective Teaching Practice Framework, endorsed by the American Council on Education, has been developed through extensive research and has been shown to improve student engagement, learning, and course completion rates, as well as help close equity gaps. ACUE has worked with over 550 higher education institutions, supporting over 33,000 course-takers and reaching over 3 million students nationwide annually.

ACUE believes that all college students deserve an extraordinary education, and that ACUE course-takers play a critical role in their success. Numerous and independently validated studies confirm that students are more engaged, learn more, and complete courses in greater numbers—more equitably with their peers—when taught by ACUE-credentialed faculty.

ACUE is confident that their certification program can help us satisfy the objectives of the Full STEaM Ahead project. Their meta-analysis has found positive average effects on several student outcomes, including a 3% lower DFW (D, F, and Withdrawal) rate, a 1% increase in completion rates, and a 0.06% increase in average grades (on a 4.0 scale).

ACUE's courses are designed with an engaging learning experience, providing course-takers with a fully online, asynchronous learning experience, including high-quality, video-rich content, resources, and implementation guides. The courses are delivered in a collaborative cohort structure, with full facilitation and support throughout the course-takers' journey.

Furthermore, SWTX will receive detailed reports on the impact of the ACUE certification program, including course-taker engagement, learning, and implementation, as well as

course-taker demographics, selected reflections, and reported changes in self-efficacy and mindset. This data will help us drive increased participation and a culture of learning across the campus.

The partnership with ACUE also includes the use of their bias-free student surveys, which are designed to align with ACUEs Level 4 of their Evaluation Framework. These surveys measure students' experiences of the evidence-based instructional practices implemented by faculty, their mindsets and academic self-efficacy. This data will provide valuable feedback to our faculty and help us continuously improve the quality of our instruction.

In conclusion, a partnership with ACUE will be a significant step forward in achieving the objectives of the Full STEaM Ahead project, improving student success, and closing equity gaps. By leveraging the expertise and resources of ACUE, Southwest Texas College can enhance its instructional quality, foster a more inclusive learning environment, and drive sustainable improvements in student achievement. This partnership has the potential to be a transformative step in the college's efforts to provide an extraordinary education for all its students.

The top section of the slide features a dark blue background with a photograph of four students (two men and two women) gathered around a table, looking at documents. In the top right corner, the ACUE logo (a white ribbon icon) and the SWTJC logo (a circular emblem with a star and the text 'Southwest Texas Junior College') are displayed. A central white box with a yellow and blue border contains the main title and date.

ACUE | **SWTJC**
Southwest Texas Junior College

**Full STEaM Ahead-Title III
Funding Teaching Excellence
Proposal**
Date: April 24th, 2021

The bottom section of the slide features a dark background with a photograph of two men sitting at a table. One man, wearing a red shirt, is smiling and looking towards the other man, who is seen in profile. The text is overlaid on the image.

Our Mission
**To Ensure Student Success Through
Quality Instruction**

ACUE | 



Teaching Excellence in Every Class, Nationwide

+550

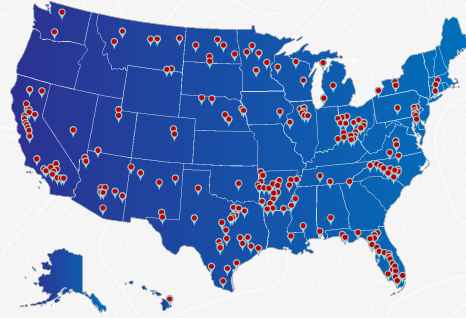
Colleges, universities, and systems

+33K

Course-takers

+3M

Students reached annually



● ACUE institutional and system partners



NORTH CAROLINA
AGRICULTURAL AND TECHNICAL
STATE UNIVERSITY



CALIFORNIA
STATE UNIVERSITY
NORTHRIDGE



TEXAS A&M
UNIVERSITY



UNIVERSITY OF ARKANSAS
PULASKI TECH



Faculty love ACUE



RELEVANCE

95%

Find ACUE
relevant



ENDORSE

91%

Recommend
ACUE to a colleague



IMPROVE

96%

Refined
their teaching

2:1 Students Retained by **Certified** Faculty

N=37,536








Sources:

- 3% lower DFW rates in courses □ Meta analysis - <https://acue.org/wp-content/uploads/2022/12/ACUE-Meta-Analysis-Brief-1.pdf>
- 4% higher retention of first year students □ USM brief - https://acue.org/wp-content/uploads/2023/05/ACUE-Retention-ROI-Brief_Final.pdf

Full STEaM Ahead Objectives

- Improve the STEM course success rate by 12%
- Number of STEM-specific professional development activities jointly delivered for SWTJC faculty and are high school teachers
- Close the course success rate gap between face to face vs. Online
- Graduation and retention rates
- Students served by the grant

Certified Faculty...

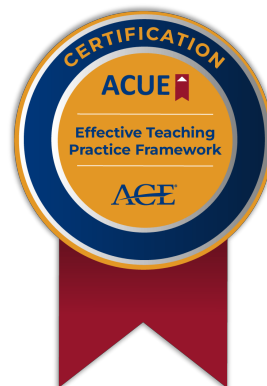
-  Strengthen the **quality** of education
-  Increase student **retention**
-  Close **achievement gaps**
-  Deliver a **return-on-investment**
-  Improve institutional **reputations**

ACUE's Impact

- ✓ One ACUE Co-hort has a student impact of 13% at SWTCJ
- ✓ ACUE's Effective Teaching Practice Framework, endorsed by the American Council on Education, invested over a year in researching and identifying the instructional skills every college educator should possess to teach well.
- ✓ The Association of College and University Educators' (ACUE) mission is to ensure student success and equity through quality instruction. ACUE prepares and credentials faculty in the evidence-based teaching practices that improve student achievement and close equity gaps. Numerous and independently validated studies confirm that students are more engaged, learn more, and complete courses in greater numbers—more equitably with their peers—when taught by ACUE-credentialed faculty.
- ✓ Meta-Analysis finds positive average effect of ACUE-Certified Faculty on several Student outcomes, including 3% lower DFW rates, 1 % increase in completion rates, and .06% increase in average grades (on a 4.0 scale)

Proposed Certification

Effective Teaching Practices (ETP)



Effective Teaching Practice Framework®



Endorsed by  American Council on Education



Curriculum Visual

Southwest Texas Junior College

Fall 2024

Spring 2025

Effective Teaching Practice
Comprehensive Course



1-Year Partnership Option



	ETP
Faculty	33
	Projected Impact
Student Impact	13%
Certified Faculty	33
	Certification Plan
Courses	1 ETP comprehensive course
	Estimated Cost
	\$50K
	Research Cost
Level 4 Data	\$9,250
	Total Cost
	\$59,250

*Student Impact FTE 6000
 33 faculty fully certified out of
 240 faculty (FT&PT)
 792 per year impact, 3% a
 year retained

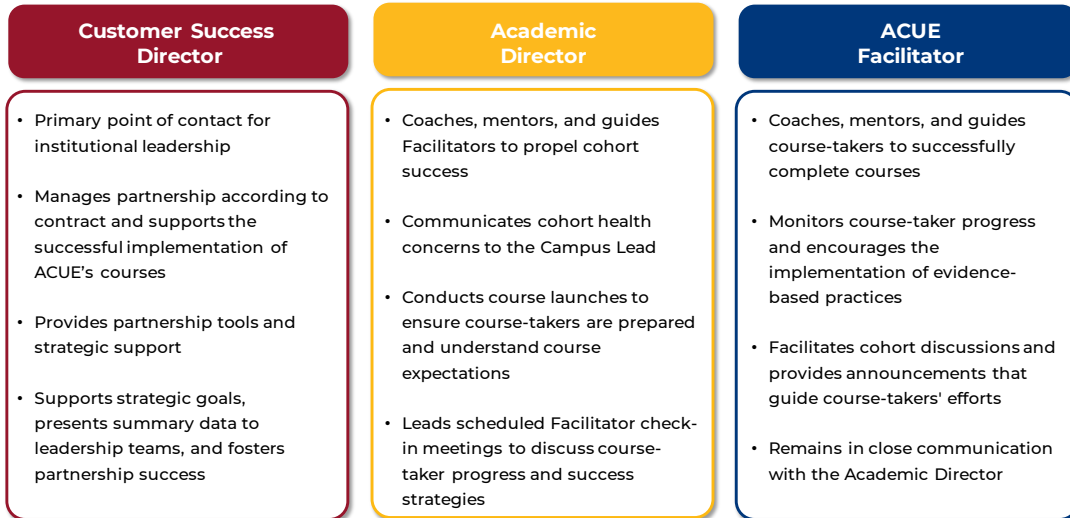
ACUE Services and Deliverables



- Deliver a rollout plan that drives partner success
- Designate a Customer Success Director to be the primary contact
- Provision access to Partnership Portal
- Deploy Dedicated Cohort(s) on LMS
- Staff Course Facilitator(s) for Dedicated Cohorts
- Enroll course-takers into Dedicated Cohorts
- Award digital badges and/or certificates
- Administer helpdesk technical support
- Provide scoring and feedback for reflections
- Produce course-taker Impact Analytics reporting



Your ACUE team

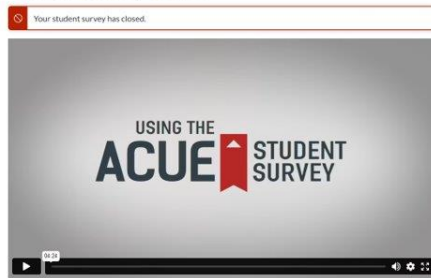


ACUE Partner Reporting



Level 4 Student Engagement Reporting

Student Survey Center



Faculty can use this Survey Center to send their survey link, monitor responses, and generate their customized PDF report. Learn more about the student survey from the perspective of faculty and students by playing the video.

Survey Stats



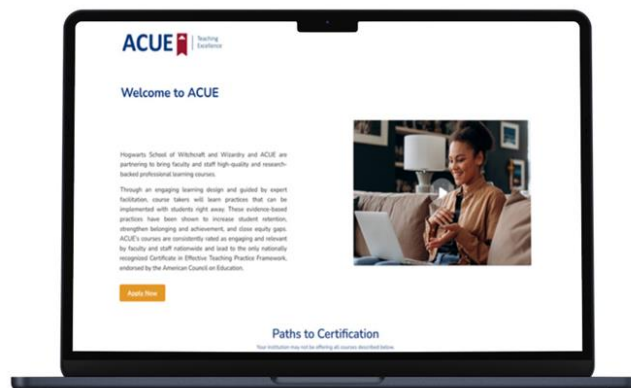
Faculty qualify for a report if they have received at least 15 responses to their own survey, and an institution qualifies for a report if there are at least 100 student responses from 5 course takers. View a template email you can send to faculty to help them share their personal survey url. When a new survey period opens these stats will be reset.

Collect formative feedback, focused on the student experience of instruction. The student survey is aligned to the recommended evidence-based practices and is regularly tested for bias. Instructors can survey each section separately.

Reports summarizing survey results are turned into a personal report that is delivered directly to faculty with the option of generating a report of comparison data.

The Partnership Portal

Streamline your recruiting efforts and easily enroll, track, and help faculty and staff become **certified**.



1

Support your recruitment and enrollment efforts with a customizable landing page

2

Help faculty and staff identify available and completed courses

3

Manage your cohorts and track progress with ease

4

Utilize a repository of prebuilt resources to streamline your efforts

Pathway to Partnership...

01

Shared goal: Excellence in every class

02

Next meeting: Strategy session with stakeholders

03

Commitment meeting: Present partnership plan; launch

04

Planning: Recognition to make it matter

ACUE 



2023 ACUE Movement Maker

ACUE 

Thank You!

May 24, 2024

Southwest Texas Junior College
2401 Garner Field Rd
Uvalde, TX 78801

To Whom It May Concern:

ACUE welcomes the opportunity to work with your institution to further our shared goals. Our mission is *to ensure student success through quality instruction*. In service of our mission, we work with colleges and universities to plan, design and implement high-quality faculty professional development and credentialing programs that result in the only [nationally recognized teaching credential](#).

ACUE's procurement process involves two primary contracting documents:

- **Master Services Agreement**, which defines the legal terms that govern our work; and
- **Order Form**, which sets forth the services, pricing, billing schedule, and terms of a purchase.

We request signatures from a duly authorized individual on both the Master Services Agreement and Order Form for the first order with your institution, and typically only the Order Form for each order thereafter. Digital signatures are acceptable.

If additional documentation is required in support of the procurement process, contact your Partnership Director or email accounting@acue.org. We are pleased to be working together to impact student success at your institution.

Respectfully,



Doug Saidenberg
Chief Financial Officer, ACUE

MASTER SERVICES AGREEMENT FOR EDUCATIONAL SOFTWARE AND RELATED SERVICES

This Master Services Agreement (the “Agreement”) is entered into by and between EdCERT, LLC d/b/a ACUE (“ACUE”), a Delaware limited liability company located at 745 Fifth Avenue #500 New York, NY 10151 and Southwest Texas Junior College (“CLIENT”). CLIENT is a public community college located at 2401 Garner Field Rd, Uvalde, TX 78801. ACUE and CLIENT shall be referred to collectively herein as the “Parties.”

WHEREAS, ACUE, in collaboration with the American Council on Education (ACE), supports colleges and universities to meet their goals for student success through scalable programs of faculty development and credentialing; and

WHEREAS, CLIENT is a public community college with a mission to enrich lives and advance growth through the education of our diverse communities; and

WHEREAS, ACUE and CLIENT recognize that quality instruction leads to stronger student outcomes; and

WHEREAS, ACUE and CLIENT wish to formalize a relationship to implement a faculty development program to meaningfully improve student outcomes;

NOW, THEREFORE, the Parties agree as follows:

1. USE RIGHTS; RESTRICTIONS

- 1.1 Services to be Provided. ACUE shall provide services to CLIENT during the Term (as defined in Section 6) as set forth in quotes or order forms to this Agreement and in accordance with the terms and conditions hereof (the “Services”). ACUE shall have the right to use its employees and/or independent contractors to perform the Services. On the effective date set forth in quotes or order forms to this Agreement, CLIENT shall provide ACUE with all information, to the extent such information is available, necessary to provide the Services. Additionally, upon ACUE’s request from time-to-time, to the extent such information is available, CLIENT shall provide ACUE with all materials, information and access to its premises that are reasonably necessary to provide the Services. ACUE shall be excused from any delay to deliver the Services to the extent that such delay occurs as a result of failure or untimely performance by CLIENT. ACUE and CLIENT may enter into multiple quotes or order forms to this Agreement as may be advisable and necessary to clarify mutual responsibilities as agreed to between the Parties.
- 1.2 Access to Services. Subject to the terms and conditions of this Agreement, including CLIENT’s payment obligations hereunder, ACUE hereby grants to CLIENT a non-exclusive right to access and use the Services during the Term solely for CLIENT’s bona fide internal business purposes in the ordinary course of business. CLIENT acknowledges that access to ACUE’s faculty development program (the “Program”) will not be available to CLIENT or Authorized Users prior to applicable course start dates. Portions of the Services are provided only to Authorized Users (as defined in Section 1.5) who have received a password permitting them to access such Services (the “Restricted Website Services”). During the Term, Authorized Users shall have the right to access and use the Restricted Website Services for the duration of the relevant course (the “Access Period”).
- 1.3 Company Content; Downloadable Company Content. During the Access Period, ACUE shall make available to CLIENT and all Authorized Users through the Services certain content and materials (“Company Content”) that are owned by or licensed to ACUE. For any Company Content that ACUE identifies as being available for CLIENT and Authorized Users to access, print or download and store as part of the Services

("Downloadable Company Content"), CLIENT and Authorized Users shall have the right to print or download copies of such Downloadable Company Content during the Access Period; provided, that (i) the Downloadable Company Content is not modified, edited, or taken out of context in any way, (ii) all copyright and other proprietary notices are kept intact, (iii) the phrase "Used with permission of ACUE" is used when displaying or otherwise using such Downloadable Company Content, (iv) the Downloadable Company Content may be requested by the Company to be returned or destroyed in accordance with Section 6.3 hereof upon the expiration or termination of this Agreement and (v) the Company Content and the Downloadable Company Content is used by CLIENT solely in connection with the Services provided to CLIENT pursuant to this Agreement.

1.4 Restrictions. Except as expressly set forth in this Agreement, the rights and licenses herein are granted subject to the following restrictions:

CLIENT shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, or distribute to third parties, or time share or otherwise commercially exploit or make the Services available to any third party, other than as expressly permitted by this Agreement; (ii) copy, edit, reproduce, modify, distribute, transmit, sell, display, perform, license, sublicense, make translations or other derivative works of, or otherwise use, take out of context, or exploit any Company Content for any purpose not authorized in this Agreement without the express prior written consent of ACUE or the respective licensors of the Company Content; (iii) remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Company Content; (iv) use the Services to process data on behalf of third parties; (v) knowingly interfere with or disrupt the integrity or performance of the Services; (vi) attempt to gain unauthorized access to the Services, or to modify, translate, decompile, disassemble, use reverse engineering or otherwise attempt to derive the source code for the computer systems and other technology that operate the Services or otherwise tamper with security components, usage rules or other protective measures applicable to the Services, Company Content or Customer Content (as defined in Section 1.7); or (vii) knowingly use the Services, including the Restricted Website Services, to store or transmit infringing, libelous, or otherwise unlawful or tortious content or material, or to store or transmit content or material in violation of any rights of any third party.

1.5 Authorized Users. "Authorized Users" shall mean the faculty (or other course-takers) identified by CLIENT and personnel of CLIENT responsible for monitoring and administering the Program (including any internal technical support personnel), who are authorized to access the Services using a user identifier and password provided to CLIENT by ACUE. CLIENT is fully responsible for any acts or omissions of its Authorized Users in accessing and using the Services and any Company Content and will ensure that CLIENT and all Authorized Users comply with the Agreement, as well as all laws and regulations that apply to CLIENT's and its Authorized Users' access and use of the Services and the Company Content. CLIENT shall not permit any person or entity other than Authorized Users to access the Services or the Company Content (except for access and use reasonably on behalf of an Authorized User and, notwithstanding anything to the contrary, any such access and use shall not constitute a breach of this Agreement), shall use commercially reasonable efforts to prevent unauthorized access to or use of the Restricted Website Services and to prevent unauthorized downloading or use of any Company Content (including any Downloadable Content), and shall provide ACUE prompt notice of any such unauthorized access, downloading, or use.

1.6 Reservation of Rights. Subject only to the rights expressly granted to CLIENT under this Agreement, as between ACUE and CLIENT (and CLIENT's Authorized Users) all right, title, and interest in and to the Services and the Company Content (for clarity, excluding Customer Content) will remain with and belong solely and exclusively to ACUE.

- 1.7 Customer Content. CLIENT, and not ACUE, shall be responsible for the content, text, and other materials posted on or through the Service by Authorized Users, employees, and other representatives of CLIENT, and any persons authorized by CLIENT to use an Authorized User's user identifier and password, and any content provided to ACUE by CLIENT for inclusion in the Services (collectively, "Customer Content"). CLIENT will acquire the necessary approvals, consents, and license rights needed to provide the Customer Content to ACUE. Subject to ACUE's confidentiality obligations in Section 2, CLIENT hereby grants to ACUE, a worldwide, sub-licensable, royalty-free, perpetual, irrevocable, non-exclusive license to use Customer Content to provide the Services and to create and exercise its rights with respect to Analytics Data (as defined below).
- 1.8 Analytics Data. ACUE may create, use, distribute, and otherwise make use of Analytics Data in any manner and for any purpose, all of which will be owned by and shall be the property of ACUE. "Analytics Data" means aggregated and de-identified data derived from the operation or use of the Services, including data elements derived from Customer Content, and any conclusions, reports, or other data resulting from analysis of such data.

2. CONFIDENTIALITY

As used herein, "Confidential Information" means, any and all information or data, regardless of whether it is in tangible form, disclosed or otherwise made available in connection with this Agreement by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Receiving Party, or that would reasonably be expected to be confidential under the circumstances; provided, however, that in any event ACUE's Confidential Information shall include the features and functions of ACUE's products and services, and CLIENT's Confidential Information shall include Customer Content. Unless otherwise agreed to in writing, the Parties shall refrain from disclosing or revealing Confidential Information of the Disclosing Party to any person or entity other than such individuals who have a need to know the Confidential Information in connection with a bona fide business need or regulatory order, for a period of three (3) years following the expiration of this Agreement. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, ACUE may disclose the terms of this Agreement to existing and potential investors, lenders and acquirers and the legal or financial advisors of the foregoing, as well as ACUE's employees, agents and contractors assisting ACUE with providing the Services or exercising ACUE's rights under this Agreement, in each case, under confidentiality terms substantially similar to those set forth in this Agreement. The obligations in this Section 2 are not applicable to information the Receiving Party can show: (i) is or becomes generally known to the public by any means other than a violation of this Agreement by the Receiving Party; (ii) is information previously known to the Receiving Party; (iii) is information independently developed by or for the Receiving Party; or (iv) is required by law to be released.

3. REPRESENTATIONS, WARRANTIES, AND EXCLUSIONS

- 3.1 Representations and Warranties. ACUE represents and warrants to CLIENT that ACUE shall provide the Services in a professional and workmanlike manner. Each Party represents and warrants to the other Party that such Party has the required rights, power, and authority to enter into this Agreement and to grant all rights, authority, and licenses granted hereunder, and that it will perform its obligations under this Agreement in a manner that complies with applicable laws, rules and regulations.
- 3.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND COMPANY CONTENT ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND AND ACUE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS AND THIRD-PARTY LICENSORS DO NOT MAKE AND TO THE MAXIMUM EXTENT OF THE LAW

EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, CLIENT ACKNOWLEDGES THAT ACUE DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED, SECURE, OR ERROR-FREE FASHION AT ALL TIMES. CLIENT MAY NOT MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF ACUE TO ANY AUTHORIZED USERS.

4. INTELLECTUAL PROPERTY INDEMNIFICATION

ACUE agrees to indemnify, defend, and hold CLIENT harmless from and against third-party claims brought against CLIENT that the Services infringe a United States patent, copyright, or trademark. ACUE's obligation in this Section 4 is expressly conditioned upon: (i) ACUE being notified promptly in writing by CLIENT of any such claim; (ii) ACUE having sole control of the defense or settlement of such claim, and CLIENT not making any compromise, admission of liability or settlement or taking any other action impairing the defense of such claim without ACUE's prior written approval; (iii) CLIENT cooperating with ACUE in all reasonable ways to facilitate the settlement or defense of such claim; and (iv) such claim not arising from CLIENT's or any Authorized User's modifications, from ACUE's compliance with CLIENT's designs, specifications or instructions, Customer Content, or from combination, operation or use of Services with other data, services, products or equipment provided by CLIENT or others, or from CLIENT's use of such Services other than in accordance with the Agreement. If use of the Services by CLIENT has become the subject of an infringement claim or ACUE believes such an infringement claim is reasonably likely, ACUE may, at its sole option and expense, (a) use commercially reasonable efforts to procure the right for CLIENT to continue using the infringing Services or (b) replace or modify the same so that it becomes non-infringing; provided, however, that if neither of the foregoing options is commercially feasible, either Party may terminate this Agreement immediately by providing written notice thereof to the other Party. If this Agreement is so terminated, CLIENT's exclusive remedy and ACUE's entire liability shall be direct damages in an amount not to exceed that portion of the fees that corresponds to such infringing Services and that have actually been paid by CLIENT.

THIS SECTION 4 STATES ACUE'S ENTIRE OBLIGATION TO CLIENT AND ITS AUTHORIZED USERS WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS BROUGHT BY ANY THIRD PARTY.

5. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM BREACH OF SECTION 2 (CONFIDENTIALITY), THE TOTAL AGGREGATE LIABILITY OF ACUE AND ANY THIRD PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES (THE "ACUE PARTIES"), COLLECTIVELY, RELATING TO THIS AGREEMENT AND THE SUBJECT MATTER HEREOF, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO ACUE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH DAMAGES. RECOVERY OF ACTUAL AND RECOVERABLE DIRECT DAMAGES, IF ANY, NOT TO EXCEED SUCH AMOUNT SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY. NEITHER THE ACUE PARTIES NOR CLIENT SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS OR LOST SALES OR BUSINESS, EVEN IF SUCH ACUE PARTY OR CLIENT IS ADVISED, KNEW OF, OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

6. TERM, TERMINATION

- 6.1 Term. The "Term" shall commence on the effective date, and unless earlier terminated as described below, shall continue through December 31, 2025 unless extended by mutual written agreement of the Parties or terminated pursuant to the terms of this Agreement.

- 6.2 Termination for Cause. Each Party may terminate this Agreement, without liability, obligation, or penalty of any kind, upon written notice in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach.
- 6.3 Obligations on Termination. Upon termination or expiration of this Agreement, except as expressly provided hereunder, all rights granted hereunder and all obligations of ACUE to provide Services shall immediately terminate and the Parties shall (in each Party's sole discretion) return promptly or destroy (and, if applicable, confirm such destruction in writing to the other Party) all tangible material embodying the Confidential Information of the other Party, except for any archived copies automatically created in the ordinary course of the Party's document management systems (it being understood that such archived copies shall still be treated as Confidential Information hereunder and subject to the terms of this Agreement). The Parties agree that any fee(s) paid in connection with an order form under this Agreement are non-refundable if ACUE has performed any service(s) under such order form.
- 6.4 Survival. Termination of this Agreement or expiration of the Term shall not relieve CLIENT from paying all fees (to the extent applicable) accruing prior to termination.

7. GENERAL

- 7.1 Use of Images. CLIENT grants ACUE permission to use the CLIENT name and/or images (i.e., logos) for the purposes of advertising and/or promoting ACUE (including through recognition on ACUE's website and/or marketing materials), or, subject to prior written approval by CLIENT, for other purposes deemed appropriate by ACUE in its reasonable discretion, except to the extent expressly prohibited by law.
- 7.2 Force Majeure. Neither Party shall be deemed in breach hereunder for any cessation, interruption, or delay in the performance of its obligations to the extent due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, pandemic, labor controversy, civil disturbance, terrorism, or war (whether or not officially declared), or any change in or the adoption of any law, regulation, judgment, or decree (each a "Force Majeure Event"); provided that financial inability in and of itself shall not be a Force Majeure Event. In such event, the Party whose performance has ceased, or been interrupted or delayed, shall, as quickly as practicable under the circumstances, notify the other Party (to be confirmed in writing within five (5) business days of the inception of such delay) and describe at a reasonable level of detail the circumstances of such Force Majeure Event and make commercially reasonable efforts to perform notwithstanding the Force Majeure Event. In the event ACUE is the affected Party and its performance has not been fully resumed within ten (10) days after the first occurrence of the Force Majeure Event, CLIENT may terminate this Agreement immediately upon written notice to ACUE.
- 7.3 Compliance with Laws. In performing the services and other obligations to be performed hereunder, the Parties shall comply with all applicable federal, state, and local laws, rules, and regulations related to the performance of their duties and exercise of their rights hereunder.
- 7.4 No Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other parties express prior written consent. Notwithstanding the foregoing, ACUE may assign or transfer this Agreement, in whole or in part, without restriction, provided that such assignment or transfer (i) is to an affiliate of ACUE, (ii) arises by operation of law, or (iii) occurs in connection with a merger, stock sale, or the sale, transfer or other disposition of all or substantially all of ACUE's assets pertaining to the Services or another similar transaction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, and the Parties' respective successors and

permitted assigns. Any attempt by either Party to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing shall be null and void.

- 7.5 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by a duly authorized representative of each Party. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 7.6 Relationship. Nothing in this Agreement shall be construed to place the Parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein shall give rise or is intended to give rise to any rights of any kind to any third parties. For all purposes under this Agreement, ACUE shall be and act as an independent contractor of CLIENT.
- 7.7 Severability. If any provision of this Agreement is found to be unenforceable, then such provision will be revised only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.
- 7.8 Counterparts. This Agreement may be executed and delivered in several counterparts, each of which together shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- 7.9 Governing Law, Jurisdiction. To the extent permitted by law and without CLIENT waiving its sovereign immunity, all disputes, claims, or controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its rules of conflict of laws. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of New York for any litigation between the Parties arising out of or relating to this Agreement.
- 7.10 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed facsimile; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. Notices shall be sent to:

If to ACUE	If to CLIENT
Attn: General Counsel 745 Fifth Avenue #500 New York, NY 10151	

- 7.11 Entire Agreement. This Agreement, together with any order forms, quotes or estimates (each, an “Order” and collectively “Orders”) which are incorporated by this reference, constitutes the entire agreement between the Parties. Signed Orders supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter contained herein, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments, or quotations. In the event of a conflict between the Agreement and the Terms of Service posted on the ACUE website used in connection with delivery of the Services, then this Agreement shall prevail to the extent necessary to resolve such conflict.

7.12 Cumulative Remedies. Each Party retains all rights not expressly granted hereunder and, subject to the terms hereof, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy available under this Agreement or otherwise.

7.13 Effective Date. This Agreement shall be effective upon its full execution by both Parties, and the effective date of this Agreement shall be the last date entered in the signature lines below (the "Effective Date").

IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement as of the dates indicated below.

Southwest Texas Junior College

By: _____
Name:
Title:
Date:

EdCERT, LLC d/b/a ACUE

By: _____
Name: Doug Saidenberg
Title: Chief Financial Officer
Date:

ORDER FORM #1

This Order Form #1 is entered into as of _____ (the "Order #1 Effective Date") and is governed by the Master Services Agreement (the "Agreement") between EdCERT, LLC dba Association of College and University Educators, ("ACUE") and Southwest Texas Junior College dated _____. In the event of a conflict between the terms of this Order #1 and the Agreement, the terms of this Order #1 shall prevail.

Order Summary	
Partner	Southwest Texas Junior College
Product(s)	Platform Subscription, Level 1
Purchased Learning Credits	6 See Program Terms and Conditions for options regarding usage of Learning Credits.
Complimentary Offerings	Partnership Portal Course-taker Impact Analytics
ACUE Services and Deliverables	<p>During the License Term, ACUE will provide the services and deliverables described below. See Program Terms and Conditions for service level descriptions, terms and conditions.</p> <ul style="list-style-type: none"> • Deliver a rollout plan that establishes planned usage of Learning Credits; • Designate a Customer Success Director to be the primary contact; • Provision access to Partnership Portal; • Deploy Dedicated Cohort(s) on LMS; • Staff Course Facilitator(s) for Dedicated Cohorts; • Enroll course-takers into Dedicated Cohorts; • Award digital badges and/or certificates; • Administer helpdesk technical support; • Provide scoring and feedback for reflections; and • Produce Course-taker Impact Analytics reporting.
Partner Responsibilities	<p>Partner acknowledges the responsibilities described below align with ACUE success factors and serve to maximize likelihood of program success against stated goals.</p> <ul style="list-style-type: none"> • Appoint an Executive Sponsor to champion the program; • Appoint a Campus Lead to be the primary day-to-day owner of the program; • Collaborate with ACUE to develop a rollout plan; • Understand and adhere to scheduling guidelines; and • Lead course-taker recruiting aligned with established best practices.
License Term	<p>Commencing on Order #1 Effective Date and ending one year thereafter.</p> <p>The Term is subject to Partner’s payment obligations and termination provisions of the MSA.</p>
License Fees	\$59,250 due as specified in Payment Terms

Payment Terms	<p>Partner shall pay ACUE the License Fees listed above as follows:</p> <p style="text-align: center;">Year 1: \$59,250 invoiced on signing, net 30</p> <p>Partner agrees to pay all applicable taxes associated with Fees due under this Order Form. If Partner is exempt from taxes, Partner shall deliver to ACUE an exemption certificate on signing. ACUE will invoice Partner at least thirty (30) days prior to an invoice due date.</p>
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This Order Form #1 is subject to the following Program Terms and Conditions:

- 1) **Definitions:** The following terms have the meaning set below:
 - a) **Access Period:** The duration of the ACUE Platform Subscription, aligned with the License Term, during which time ACUE renders the Services and Deliverables described in Order Summary
 - b) **Add-on Credits:** Learning Credits purchased during the License Term.
 - c) **Campus Lead:** The individual designated to lead the ACUE program day-to-day including (i) managing against rollout plan, (ii) serving as Partnership Portal administrator, (iii) implementing a recruiting plan aligned with best practices; and (iv) serving as primary point of contact for day-to-day work.
 - d) **Course Facilitator:** An expert in teaching and learning responsible to conduct course launches and guide course-taker implementation and completion.
 - e) **Customer Success Director:** Primary point of contact responsible for ensuring program success through relationship management, project management and a deep knowledge of ACUE offerings.
 - f) **Dedicated Cohort:** ACUE courses where enrollment is comprised exclusively of Partner-designated course-takers, and aligned with ACUE institutional scheduling and implementation guidelines.
 - g) **Effective Teaching Practice Framework:** A leading statement of the core competencies that every college and university educator needs to deliver quality instruction, endorsed by the American Council on Education.
 - h) **Executive Sponsor:** A senior-level leader who champions program success at key touchpoints including: (i) by introducing ACUE campus-wide, (ii) motivating course-takers around course starts and mid-program, (iii) participating or supporting ACUE recognition ceremonies, (iv) appointing a Campus Lead for day-to-day operational needs and (v) aligning appropriate incentives with course-taker success.
 - i) **Course-taker Impact Analytics:** Periodic reporting geared towards administrators that include aggregated, anonymized data about learning, implementation, self-efficacy, engagement and completion.
 - j) **Comprehensive Courses for Certification:** 25-week courses, with requirements commensurate with a three-credit graduate-level course, aligned to the Effective Teaching Practice Framework, that prepare faculty with the comprehensive set of evidence-based skills to be effective in the classroom. Completing a comprehensive course results in a certification in the Effective Teaching Practice Framework, awarded in collaboration with the American Council on Education.

- k) **Learning Credits:** credits that can be exchanged for ACUE courses and related services during the Access Period, as shown in the table below. The Course Catalog is included in Appendix A.

Table 1: Learning Credit Legend

ACUE Offering	Learning Credits	Usage Metric
Comprehensive Courses for Certification	5	Per Dedicated Cohort
True-up Courses	4	Per Dedicated Cohort
Courses	2	Per Dedicated Cohort
Student Survey Center	1	For up to five Dedicated Cohorts
Add-on Concentration	1	For up to three Dedicated Cohorts

- l) **Courses:** Multiple short-duration modules that prepare course-takers with evidence-based skills to be effective educators. Completing a four-course pathway earns a certificate in the Effective Teaching Practice Framework.
- m) **Partnership Portal:** a dedicated system to support course-taker recruitment, enrollment and communications.
- n) **Platform Subscription:** Access to ACUE human and technology resources to deliver professionally facilitated, online courses in effective instruction for faculty and staff and related services during the Access Period.
- o) **True-up Courses:** For individuals who have completed an ACUE course and now want to complete a four-course pathway to certification in the Effective Teaching Practice Framework.
- 2) **Terms and Conditions:** ACUE Services and Deliverables are subject to the following terms and conditions.
- a) **Dedicated Cohort Terms:**
- Courses may start throughout the Access Period aligned with Scheduling Guidelines
 - Up to 33 course-takers may participate in a Dedicated Cohort
 - Up to two (2) observers may join a course, who may not take courses for credit
 - Course End Dates may be extended by ACUE's discretion
 - After each Course End Date, courses remain accessible in a read-only state for one (1) month.
- b) **Scheduling Guidelines:**
- Courses must be scheduled at least 45 days in advance of the course start date
 - Course changes less than 45 days from course start date are subject to a \$2,000 fee
- c) **Student Survey Center terms:**
- Delivered as an add-on to each instance of a Dedicated Cohort
 - For Courses: (i) surveys will remain open for the duration of the course, (ii) course-takers will receive individual reports provided at least 15 survey responses are received.
 - For Comprehensive Courses for Certification: (i) surveys will remain open for two survey

windows aligned with the end of the academic term, (ii) course-takers will receive individual reports provided at least 15 survey responses are received, and (iii) institutions will receive an aggregated report provided at least five course-takers receive responses and at least 100 total survey responses are received.

- d) Add-on Credits may be purchased at any time during the License Term for \$9,250 per credit. Usage of Add-on Credits aligns with the License Term.
- e) If one or more Learning Credits remain unused after an Access Period (each, a “Rollover Credit”), Partner will be entitled as a courtesy to rollover one (1) Learning Credit at no cost provided (i) Partner renews with no lapse in service and (ii) such Rollover Credit is used within three months.
- f) Course-taker Impact Analytics terms:
 - Reports group courses by semester of launch
 - Comprehensive Courses for Certification: one mid-course Progress and one Summary Report
 - Courses, one Summary Report
- g) Partnership Portal Terms
 - Usage of Partnership Portal aligns with Access Period
 - Partners may designate up to three (3) portal administrators

The prices, terms and conditions contained in this Order Form are valid through July 31, 2024.

ACCEPTED ON BEHALF OF PARTNER	ACCEPTED ON BEHALF OF ACUE
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Appendix A
Course Catalog

Comprehensive Courses for Certification

Effective Teaching Practices, comprised of a four-course pathway

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses

Effective Online Teaching Practices, comprised of a four-course pathway

- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course
- Designing Learner-Centered and Equitable Courses

Pathway Courses to Certification

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses
- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course

Courses

- Fostering a Culture of Belonging

Add-on Concentration

- Career Guidance and Readiness