

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 6 – H

DATE: August 4, 2016

SUBJECT: Memorandum of Agreement – SDSM&T

South Dakota School of Mines and Technology (SDSM&T) seeks to contract via an MOU with English as a Second Language International (ESLI), an ESL program provider that has established English as a Second Language (ESL) programming on seven campuses nationwide. ESLI is a private company that offers four (4) levels of ESL from beginning to advanced. Programming emphasizes cultural adjustment, academic expectations, and integration into campus life; therefore, offering this programming year round on the SDSM&T campus would optimize the positive impacts for the students and the campus. ESLI is focused on academic preparation for students to be successful throughout their academic careers.

International students regularly inquire about ESL support and instruction when considering SDSM&T, and the absence of such programming on the SDSM&T campus hinders recruitment. Options for offering ESL instruction on campus through other system schools have been explored and tried and have been proved unsatisfactory because of logistics, enrollment numbers, or transportation issues. ESL is not within the mission of SD Mines; however, the ability to offer ESL services through the proposed contractual arrangement and MOU will greatly enhance prospects for recruiting students who are otherwise qualified for the rigorous STEM programs. Predominantly, students remain at the institution where they receive preparatory ESL instruction; therefore, instruction on campus is deemed to be a critical element in the recruitment and retention of students in STEM disciplines and the recruitment of new students who might otherwise not attend SDSM&T.

Anticipated enrollment into the program is shown below and is based on existing enrollment of international students and their ESL needs, the number of inquiries about such programming, and the impact of enhanced recruitment as a result of the ESLI partnership. Region- or country-specific increases may further grow these numbers but are not factored in because they are unpredictable.

(Continued)

DRAFT MOTION 20160804_6-H: I move to approve the Memorandum of Agreement between South Dakota School of Mines and Technology and ESLI.

Academic Year	Projected Participation
2017-18	10
2018-19	15-20
2019-20	25-30
2020-21	35-45

The proposed contractual arrangement with ESLI includes assistance with and new opportunities for recruitment since ESLI will direct students seeking their services to the academic programs SD Mines offers. ESLI recruits extensively world-wide using a variety of international recruiting mechanisms. The countries targeted for recruitment match well with SD Mines target countries. ESLI is selective in the universities with which they choose to partner. The selectivity is based primarily on curriculum demand and pricing. ESLI does not require SD Mines to subsidize its recruiting efforts, but encourages participation in those efforts.

Additionally, a few students arrive each semester with the need for a course or two of English. SDSM&T has struggled to provide these courses for a very limited number of students, which is a detriment to the student. The proposed ESLI programming will provide needed courses for those students. As with other MOUs entered into by the system, all applicable fees will be assessed as specified by and consistent with Board of Regents policy.

A MOU for the Delivery of English as a Second Language Instruction for
The South Dakota School of Mines & Technology

MEMORANDUM OF AGREEMENT

THIS AGREEMENT effective _____, by and between the South Dakota School of Mines & Technology (herein referred to as the University) and ESLI, Inc. (herein referred to as ESLI), is made to affiliate the University and ESLI for the purpose of delivering an ESL program at the South Dakota School of Mines & Technology and attracting academically qualified students to the University. Aspects of this agreement related to recruiting will commence on the effective date.

WITNESSETH

WHEREAS, the dramatic developments and changes across the globe have placed an increased emphasis on the concept of international higher education; and

WHEREAS, the University seeks to continue its efforts to diversify the campus student population to include more students from other parts of the world; and

WHEREAS, the academic and civic potential and success of international students within the University learning and social community is dependent on an ability to speak, write and understand English as a language of communication; and

WHEREAS, the development and implementation of a year-round ESL program is a worthy but expensive initiative for attracting and preparing international students; and

WHEREAS, the University and ESLI have mutual interests in offering ESL programming and attracting international students; and

WHEREAS, the relationship provided for in this MEMORANDUM OF AGREEMENT is of mutual interest and benefit to the University and ESLI, will further the internationalization of the University in a manner consistent with its mission, goals and strategic plan, and may derive additional benefits for both the University and ESLI in the form of faculty and student exchanges, study abroad opportunities and enhancement of cultural awareness and knowledge;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to the following:

Article 1 - Program Goals, Structure and Curriculum

1.1 It is the goal of the University to have available a year-round English as a Second Language program to attract and prepare international students for successful

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participation in the intellectual, cultural and social opportunities of postsecondary education offered at the University.

1.2 The goals of ESLI include the following:

- A. To assist international students in acquiring the language skills that will enable them to master the English language at an academic level that will allow the student to successfully compete in the University classroom; and
- B. To help international students acculturate themselves to University life by providing social and cultural contacts in the learning and living environment that is suitable for each individual; and
- C. To ensure that students enrolled in the University's ESLI language program are properly prepared and placed in a program of study and learning that is suitable for each individual.

1.3 It is agreed to and understood by the parties that the University will provide a host facility for the establishment of the University's ESLI program. It is the responsibility of the ESLI language program to provide instruction and cultural activities which will enable the international student to achieve the necessary language proficiency and language skills in reading, writing and speaking required by the University for undergraduate and graduate study as determined by the University.

1.4 The University and ESLI agree that the ESLI staff hold the responsibility to establish and administer the curriculum and organizational structure of the intensive English language training program in accordance with this MOU and with the consent of the University.

1.5 The ESLI personnel will have access to various host services and programs which may be necessary to support the language centers curriculum and activities. Details are included in Appendix B of this agreement.

1.6 The curriculum will prepare students' English language skills to the standards required by the University for admission to the University's degree programs.

1.7 A student's level of achievement and completion of the language program will be measured by criteria established by the University in consultation with ESLI. It is anticipated this will include assessment tests, ESLI director and faculty recommendations, attendance, grade reports, student conduct, etc. The University will not require a TOEFL test of the students who complete ESLI program and have the recommendation of the ESLI Director. ACT or SAT tests are required for initial admission to the University. However, students may meet admission requirements by having an appropriate GPA and taking the AccuPlacer or COMPASS math placement test as an alternative to the ACT or SAT to determine math readiness for admission. Graduate students will be required to meet the academic standards of the program to which they apply, as well as submit acceptable GMAT or GRE scores for final acceptance into graduate studies.

- 1.8 The students enrolled in the ESLI program will have access to the Student Health Center, Student Wellness Center, and to activities and events on the University campus. As with other MOU's entered into by the system, all applicable fees will be assessed as specified by and consistent with Board of Regents policy. ESLI will also remit a percentage of the tuition it collects to the University. Details are included in Appendix A of this agreement.
- 1.9 ESLI will verify that ESLI students have credible health insurance in accordance with SD Board of Regents (SDBOR) policy. ESLI students will comply with campus health requirements, including required immunizations, expected of all enrolled University students. Details are included in Appendix B of this agreement.
- 1.10 ESLI will use a Student Code of Conduct functionally equivalent to the Student Code of Conduct for the University. Details are included in Appendix B of this agreement.

Articles 2 - Admission Marketing

- 2.1 Applications from international students applying to the ESLI program will also be submitted to the university, including supporting documents. For ESLI students, a letter will be issued stating admission to a degree-seeking program is dependent on meeting specific requirements, which could include completion of Level four (4) of the ESLI program, acceptable admissions test scores (ACT, SAT, GRE), etc.
- 2.2 All international students applying to the ESLI program will receive a description of the program costs, description of the location and type of facilities available at the University, an understanding of the admission requirements, student life policies of the University, admissions policies and standards and University degree programs available to academically qualified students.
- 2.3 The University's Admission staff and the ESLI staff will cooperate in the recruitment of students for the ESLI program.
- 2.4 ESLI will be responsible for the expenses incurred by ESLI for promotion and recruitment, including personnel and benefits expenses, travel expenses, printing expenses, expense for educational fairs, advertising expenses associated with attracting ESLI students to the University.
- 2.5 The University will continue its efforts to recruit international students and will be responsible for the costs associated with those efforts.
- 2.6 The University's regular admission application form does not, as of the original date of this agreement, require a written essay. If the University changes that process, it will be shortened to a simplified form that eliminates essay questions for the ESLI students who cannot read and write English well.
- 2.7 The University's ESLI program will be included in future University online catalog, website and admissions and promotional materials.

Article 3 - Facilities and Equipment

- 3.1 The University will provide the ESLI program space for classrooms, and ancillary space for the language centers director, instructors and support staff as required by the number of students enrolled. The University does not have computer labs, but it does have a TabletPC program. ESLI students will enroll in the University's TabletPC program and pay the lease fee each semester. Additional details are included in Appendix A of this agreement.
- 3.2 As University and ESLI programming changes, the University reserves the right to adjust the location and allocation of usable space.
- 3.3 The University will furnish the ESLI program with used classroom and office furniture to meet the needs of the program.

Articles 4 - Tuition and Fees

- 4.1 The University will invoice ESLI for all University fees, including room and board for ESLI students at the beginning of each semester and at the beginning of the summer term. ESLI will remit to University the University fees, room, and meals cost for each student within 30 days of invoice.
- 4.2 ESLI and the University will develop procedures to identify and administer deposits for on-campus housing for ESLI students who desire to reside on campus.

Article 5 - Administration and Control

- 5.1 ESLI will appoint a director and hire faculty and staff necessary for the administration, instruction and support of the ESLI program.
- 5.2 The University will appoint a liaison person for the ESLI program.
- 5.3 The University liaison person will assist ESLI, as needed, with orientation of ESLI students to the University.

Article 6 - Publicity

- 6.1 ESLI will not use the name of the University without the prior approval of an authorized representative of the University.
- 6.2 All forms, documents, promotional materials and advertising must receive the prior approval of the authorized representative of the University.

Articles 7 - Social Activities

- 7.1 ESLI staff will be responsible for providing the necessary social and cultural activities that will teach the student proper social skills and an understanding of American cultural norms and behavior.

7.2 ESLI staff will be responsible for providing the staff and expenses involved in conducting the various holiday related activities, birthday celebrations, field trips, airport pick up, etc.

Articles 8 – Insurance and Indemnities

8.1 The University and ESLI shall defend, indemnify and hold harmless the other party from loss, claim or damage arising from the negligence of either party of its employees, officers and agents. Both the University and ESLI waive any and all claims against the officers and employees of the other party.

Articles 9 - Assignment of Relationship

9.1 This agreement shall not be assigned by either party without the prior written consent of both parties.

Article 10 - Modification of Agreement

10.1 Any agreement to change the terms of this Agreement shall be valid only if the change is made in writing and is approved by the mutually authorized representatives of both parties.

Articles 11 - Term and Termination

- 11.1 This agreement will become effective on the date written on page 1 and will continue in effect for 5 years.
- 11.2 Either party may terminate this Agreement upon 9 months prior written notice to the other party. The University and ESLI may extend this Agreement for an additional 5 years by mutual agreement.
- 11.3 If a breach of the terms of this Agreement occurs and written notice of such breach is given, the party breaching the terms or provisions shall in good faith be given 60 days to cure the breach from the date of the written notice. In the event the breach is not cured within the 60 day period, the Agreement will be subject to immediate termination.

IN WITNESS WHEREOF, both parties accept and approve this **MEMORANDUM OF AGREEMENT**.

University	ESLI, Inc.
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix A – Financial Information

ESLI programs will remit 10% of its gross tuition/fee revenue to the University each semester.

The University will invoice ESLI for all University fees, including room and board for ESLI students at the beginning of each semester and at the beginning of the summer term. ESLI will remit to University the University fees, room, and meals cost for each student within 30 days of invoice.

Specific fees will be updated through correspondence on an annual basis.

General Activities Fee (GAF)

As specified in section 1.8 of this agreement, students enrolled in the ESLI program will pay appropriate University fees that cover access to the Student Health Center, Student Wellness Center, and to activities and events on the University campus, which is the General Activities Fee, or GAF. Full time ESLI students will be assessed a fee equivalent to the GAF multiplied by 12 credit hours, which is minimum full time enrollment for the University. Students enrolled in ESLI on a part time basis will be assessed accordingly. A fee assessment schematic will be provided to ESLI annually.

University fees are adjusted annually by the Board of Regents and the University will inform ESLI of fee changes for the following academic year when approved by the Board of Regents. The GAF covers access to the Student Health Center, the Student Wellness Center and to activities and events on the University campus. The amount of the GAF is found in the tuition and fee schedule published each year by the SDBOR. Additional information is on the University web site at <http://www.sdsmt.edu/Admissions/Tuition-and-Fees/>

Housing and Dining Costs

General information on housing and dining Services is available on the University web site at <http://www.sdsmt.edu/Campus-Life/Housing-and-Dining/>

Rates for housing and dining are on the sites below.

<http://www.sdsmt.edu/Campus-Life/Housing-and-Dining/Residence-Life/Housing-Information/HousingDiningRates/>

http://sdsmt.campusdish.com/Commerce/Catalog/ShopSubCategory.aspx?category=All_Products_6926&lid=6926&root=Meal_Plan

TabletPC

The University does not have computer labs, but has a TabletPC program. General information is on the web site at <http://www.sdsmt.edu/its/tablet-program/>.

All University students are required to participate in the TabletPC program. Students lease the Tablet and pay a fee each semester. The Tablet is loaded with software used in the classroom, research databases, and other software not readily accessible or affordable. Software and hardware support is included in the cost of the lease.

ESLI will provide the University's IT department with the software to be loaded on the TabletPC for ESLI students.

Appendix B – University Information

Support Services

ESLI shall have access to support services on the University campus that shall include, at a minimum, but are not limited to: technical support, academic support, University email, classrooms, meeting rooms, surplus furniture and equipment, etc. (Surplus furniture and equipment may not be removed from campus.)

ESLI staff on the University campus shall have access to University facilities in the same manner as employees of the University, with some exceptions. Those exceptions will be determined by University and SDBOR policies and South Dakota state law and communicated to ESLI staff.

Health insurance

South Dakota Board of Regents (SDBOR) requires that all international students have credible health insurance as determined by the SDBOR. Students are responsible for purchasing health insurance coverage that meets SDBOR Policy 3.14 requirements, any federal visa requirements, and IRS regulations. The current insurance plan approved by the SDBOR is through ISOA. (www.isoa.org) Students must submit proof of insurance to the Ivanhoe International Center at the beginning of each semester.

Immunizations

Students are required to have 2 MMR (measles, mumps, & rubella) immunizations in order to be a student at a South Dakota university. Two rubella or two rubeola immunizations are not a substitute for the MMR. This is mandated by South Dakota state law.

Student Code of Conduct

All University students, including ESLI students, are expected to abide by all University policies and behave in an ethical and responsible manner in accordance with the Student Code of Conduct and Academic Integrity policies. ESLI students will receive orientation on student conduct when they arrive at the University. ESLI agrees to immediately inform the University liaison of potential Student Code of Conduct violations or other matters affecting the health, safety or security of the campus community that involve ESLI students. The University reserves the right to deny access to the campus or any campus facility to any ESLI student for purposes of health, safety or security.

<http://www.sdsmt.edu/Campus-Life/Student-Resources/Student-Conduct/>