Memorandum of Agreement

between

THE UNIVERSITY OF TEXAS AT AUSTIN

and

The UNIVERSITY COUNCIL FOR EDUCATIONAL ADMINISTRATION, INC.

The University of Texas-Austin (for and on behalf of the College of Education Department of Educational Administration) (hereinafter referred to as the University) submitted a proposal in November of 2004 to host the administrative operations of the University Council for Educational Administration (hereinafter referred to as UCEA). Details of the University's proposal were developed further in discussions held during a February 2005 site visit meeting at the University of Texas at Austin, with UT Department Chair Michael P. Thomas, UCEA President Gary Crow, UCEA President Elect Michael Dantley and UCEA Executive Director, Michelle Young.

At its May 2005 meeting, the UCEA Executive Committee accepted the University's proposal to host the administrative operations of UCEA contingent upon the proposal submitted and refinements made in subsequent meetings. This document summarizes agreements reached by the two parties concerned and constitutes the basis upon which the national headquarters of UCEA will move to The University of Texas at Austin, minimally for a five-year period beginning on July 1, 2006. Twenty-four months prior to the end of the first contractual term, UCEA will offer the University of Texas opportunity to renew its contract with UCEA for an additional term without competition from other UCEA member institutions.

UCEA was incorporated in Pennsylvania on August 23, 1991 under the Nonprofit Corporation Law as the successor to an organization of the same name formed in 1959. UCEA is governed by a nine-member executive committee and a plenum made up of representatives from each of its member institutions, who abide by UCEA's bylaws. The executive director works on behalf of the organization and serves at the pleasure of the executive committee, according to a three-year rolling contract. The executive committee reviews the performance of the executive director on an annual basis.

During this period, the University will:

1. Provide $20,000 for costs incurred in the relocation to Austin (summer of 2006) of UCEA’s administrative operations. Additional funds will be provided by the University during 2005-2006 for the travel costs of the UCEA Executive Director to negotiate and execute the final agreement between the University and UCEA and prepare to move UCEA offices to the University.

2. Provide, without charge, necessary office space, proximate to the educational administration faculty, (approximately 1,500 square feet) for UCEA’s exclusive use and nearby storage space for inventory, etc. Prepare the suite for occupancy. The University will provide office furniture, book shelves, storage files and related office supplies (estimated value of $5,000). The University will also provide up to $7,000 during FY2006 to purchase computer equipment for UCEA’s exclusive use and an additional $7,000 in FY2009 for the same purposes.

3. Make available to UCEA the following services on the same or no/cost basis as provided other department, university program or professor, such as:
   a. Low-cost telephone services and equipment.
   b. Services relating to the University library.
   c. Copying/printing services.
   d. Audio-visual equipment and tape duplication services.
   e. Mailing services.
   f. Computer services.
   g. Personnel, payroll, and accounting services as requested by UCEA and not to exceed the level or type of provided other departments of the University.
   h. All office suite utilities (except phone/fax charges).

*Durable goods and equipment purchased with University funds will remain the property of the University.
4. Appoint the current UCEA executive director to a tenured academic rank of Associate Professor within the University’s College of Education. In the event that the current UCEA executive director vacates the UCEA executive director position, the University will provide a faculty appointment to the new executive director that is appropriate based upon the University’s needs and the director's qualifications. Current and future executive directors will be treated as a member of the University faculty/staff and have all of the rights, privileges, and responsibilities of a faculty/staff member as specified by University policy, see: http://www.utexas.edu/policies/hopm/tochop2.html.

5. The University will contribute $45,000 (and normal fringe percentage) each year in non-instructional funds toward the salaries of UCEA staff members who are also University employees. The University will increase this amount each year in accordance with the salary merit policy of The University of Texas. The University will contribute $20,000 (and normal fringe percentage) annually (with annual increases in accordance with the salary merit policy of The University of Texas) in instructional funds toward the salary of the UCEA Executive Director to partially cover departmental assignment as director of UCEA.

6. The University will release the UCEA Executive Director to work for UCEA as its executive director, ensuring that the executive director’s course load does not exceed one course per year and that his or her doctoral advising load does not exceed three doctoral students per year. No later than February 1 of each year, the executive director and department chair will negotiate the specifics of the executive director’s contribution to the department during the following academic year.

7. The University will assign other personnel for UCEA operations:
   a. Three graduate research assistants assigned half-time for 12 months at the current support level for these positions. UCEA will be provided with information on all eligible graduate students each year and will have an opportunity to interview and select those students who seem most appropriate for the UCEA positions.
   b. One-half of two faculty member's 9-month time and effort (.50 FTE) to UCEA to work with the executive director in UCEA activities. It is also possible to allocate the two half time faculty positions (time and effort) in other ways, with the mutual agreement of the UCEA executive director, dean, department chair, and faculty involved. Faculty appointed to specified, compensated UCEA roles will be accorded the title of UCEA associate director, or some similar title acceptable to the UCEA Executive Committee. The estimated value of this contribution is $90,000 per year, including fringe benefits. Decisions regarding which faculty will be assigned to work with UCEA will be determined collaboratively between the faculty member, the department chair and the UCEA executive director. UCEA associate director appointments are typically made for a period of five years, and the performance of associate directors is evaluated on a yearly basis by the UCEA Executive Committee.
   c. The UCEA executive director will be the supervisor of all UCEA employees. UCEA personnel actions (including hiring, total compensation amounts, evaluations, promotions or dismissals of UCEA employees) will follow the business policies of the University.

8. The University will contribute $6,000 each year of the agreement toward operating costs of UCEA for expenditures for items and services typically associated with "maintenance and operating expenses.

9. The University will contribute annually $6,000 toward the costs of travel for UCEA officers, Executive Committee members, participants in UCEA meetings, and visiting scholars to Austin on UCEA business.

10. The University will provide UCEA access to the services of the College of Education’s Learning Technology Center, on the same or no cost basis as other departments and programs within the College of Education.

11. The University will provide UCEA access to services of the College of Education’s Office of Development and the University’s Office of Sponsored Programs and Contracts subject to the policies and regulations of the University.
12. The University will provide “on campus” meeting facilities, when available, such as the Al Kiva (capacity 200), Dean’s Lounge (capacity 50), and smaller seminar rooms, for meetings of UCEA groups at no charge to UCEA. Provide access to other conference center facilities on campus for larger meetings.

In addition to the commitments identified above, it is further agreed that UCEA will:

1. Nurture a dynamic partnership with The University of Texas at Austin by providing faculty with insight into the best PhD preparation practices for top research universities, by working with faculty to improve educational leadership preparation and scholarship and to model these improvements nationally and internationally, and by providing opportunities for faculty to link to exemplary UCEA research and program initiatives and faculty around the world.

2. Enhance the capacity of the department to attract excellent faculty and graduate students.

3. Provide students with an opportunity for involvement in national research and development projects, opportunities to participate in graduate student development initiatives, and access to cutting edge research and established researchers.

4. Make available, when appropriate, desirable, and mutually agreeable, the services and skills of the UCEA staff for participation in the regular academic activities of the department of educational administration, the College of Education, and the University.

5. Give recognition to the University by including The University of Texas at Austin on the masthead of the UCEA Review, UCEA’s website, and UCEA’s letterhead. Moreover UCEA will make every effort to hold at least two Executive Committee meetings on the UT campus during the five-year hosting agreement.

6. Handle its own financial affairs, have its own independently audited bookkeeping system, and reimburse the University at quarterly intervals for personnel, payroll, and other goods and services purchased by UCEA from/through the University. Durable goods and equipment purchased with UCEA funds, will be the permanent property of UCEA.

7. Operate as an autonomous non-profit corporation governed by its legally constituted board of directors and corporate code. However, the University properties and the proposed relationships of the UCEA executive director will be subject to the policies and regulations set forth by the University for all such considerations.

And that, while it is the intention of both parties that this agreement shall be effective for a period of not fewer than five years beginning at an actual start-up date of July 1, 2006, it may be revised or terminated at any date by mutual consent.

Signed copies of this agreement by properly designated representatives of UCEA and the University shall constitute its acceptance by both parties.

*The Parties agree to the provisions of the Addenda to Agreement which are attached and hereby incorporated by reference.
ADDENDUM
TO
Memorandum of Agreement
between
THE UNIVERSITY OF TEXAS AT AUSTIN
and
THE UNIVERSITY COUNCIL FOR EDUCATIONAL ADMINISTRATION, INC.

5. The University will contribute $45,000 (and normal fringe percentage) each year in non-instructional funds toward the salaries of UCEA staff members who are also University employees. The University will increase this amount each year in accordance with the salary merit policy of The University of Texas. The University will contribute $20,000 (and normal fringe percentage annually (with annual increases in accordance with the salary merit policy of The University of Texas) in instructional funds toward the salary of the UCEA Executive Director to partially cover departmental assignment as director of UCEA. UCEA will provide funds to cover the remaining salary and normal fringe percentage for the UCEA director (with annual increases in accordance with the salary merit policy of The University of Texas).

For the University Council for Educational Administration, Inc.:

4/28/06
Date
Michael E. Dantley
UCEA President

4/26/06
Date
Michelle D. Young,
UCEA Executive Director

For The University of Texas at Austin:

6-7-06
Date
Delwin Stein

ADDENDUM NO. 2
TO MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN
AND
THE UNIVERSITY COUNCIL FOR EDUCATIONAL ADMINISTRATION, INC.

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (the "Agreement") for all purposes. "University" means The University of Texas at Austin and "UCEA" means the University Council for Educational Administration, Inc.

University Employees. It is understood and agreed that as referenced throughout the Agreement, "UCEA staff members" or "UCEA employees" mean University employees who are assigned to UCEA for purposes of the Agreement. During the term of the Agreement, University staff assigned to UCEA will remain at all times employees of the University under the direction and control of the University. The University will be responsible for the employee's salary and fringe benefits. The University will be responsible for making all appropriate employee payroll deductions for University staff assigned to UCEA required by Federal or state law or authorized by the employee. For no purposes will University staff assigned to UCEA be considered employees of UCEA.

Termination. Either party may terminate the Agreement, without cause, upon six (6) months written notice to the other party. The termination of the Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.

Rules and Regulations. With respect to use of University's facilities, UCEA will comply with all applicable federal, state, and local laws and regulations; the Rules and Regulations of the Board of Regents of The University of Texas System; and the rules and regulations of the University.

Venue; Governing Law. Travis County, Texas, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between UCEA and University and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, altered, or terminated except by a writing signed by an authorized representative of University and UCEA.

Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

University Council for Educational Administration, Inc.

By: [Signature]
Name: Michael E. Dantley
Title: President
Date: 6/20/06

The University of Texas at Austin

By: [Signature]
Name: Debra Y. Stevens
Title: Business Contracts Administrator
Date: 6-9-06