

Memorandum of Understanding
between
Missouri State University
and
St. Charles Community College

This Memorandum of Understanding (“MOU”) is entered by and between Missouri State University (“MSU”) and St. Charles Community College (“SCC”).

WHEREAS, SCC enrolls students who intend to graduate from SCC with an Associate of Science shall have the opportunity to apply for concurrent enrollment with MSU in the BSN St. Charles Scholars Program;

WHEREAS, MSU’s Department of Nursing offers a Bachelor of Science in Nursing degree accredited by the Commission on Collegiate Nursing Education (CCNE);

WHEREAS, the parties desire to cooperate to provide willing and qualified undergraduate students at SCC with a pathway toward successful admission to and completion of the MSU BSN Completion online program;

WHEREAS, the parties desire to enter into an agreement to deliver MSU’s BSN Completion program (comprised of 37 upper division nursing credit hours) online.

NOW, THEREFORE, the parties execute this MOU to document the terms and conditions of said cooperation.

1. Collaboration.

- a. The parties hereby establish a collaborative relationship to prepare bachelor level nurses to serve the needs of Missouri.
- b. MSU will cooperate with SCC to jointly market the program.
- c. MSU will provide program literature and website information.
- d. SCC will undertake reasonable efforts to apprise qualified SCC students of MSU’s cooperation with SCC as set forth in this MOU and otherwise educate qualified SCC students of opportunities at MSU to obtain advanced nursing education through the BSN Completion program. SCC’s action in this regard shall include, but not be limited to, providing information during appropriate classes and co-curricular efforts, maintaining contact with appropriate faculty and administrators at MSU, and advising and mentoring potential applicants toward MSU’s BSN Completion program. SCC personnel will inform students and agree to place program posters and announcements in a visible location.

2. Governance and Administration.

a. The parties acknowledge that MSU is the degree granting institution for the BSN Completion program, and MSU will have ultimate authority over the BSN Completion program governed by this MOU. Governance is assigned to the MSU Department of Nursing in accordance with the MSU's policies and procedures.

b. MSU is responsible for the accreditation and the parties acknowledge that the governance and administration of the program will comply with the standards of the Commission on Collegiate Nursing Education (CCNE).

3. Curriculum and class scheduling.

a. The MSU BSN Completion program offered at SCC will be an accredited degree program.

b. Curricular changes may be made by MSU as needed and communicated to SCC.

c. The MSU Department of Nursing shall have responsibility for complete administration of the program, including the scheduling of MSU courses.

d. The MSU Department of Nursing shall have sole responsibility for advisement of students enrolled in the BSN Completion program.

e. MSU will staff all MSU courses offered online using faculty selected at MSU's sole discretion.

f. MSU will grant lower division transfer elective credit hours for the following SCC nursing courses satisfactorily completed by students:

(list of St Charles nursing courses to be determined)

- g. MSU will grant transfer credit, in addition to pre-requisite courses for the SCC nursing program, for the following general education courses satisfactorily completed at SCC:

(List of SCC courses which meet general education at MSU -- to be determined)

- h. SCC students may apply for the BSN St. Charles Scholars Program beginning with their second semester at SCC and begin taking BSN-Completion nursing classes after their second semester at SCC.

Applications are available online and require the recommendation and approval of the SCC nursing program administrator. Admission to the program requires a C or better in all course work, a grade point average of 3.0 or above, and recommendation of the SCC nursing program administrator.

- i. MSU BSN classes will follow the MSU academic calendar.

4. Students.

a. Except as otherwise set forth herein, all issues with regard to student's participation in the program (e.g., academic issues, student affairs issues, etc.) will be governed by MSU in accordance with MSU's policies and procedures. Specifically, student admission, progression, grading, discipline, and graduation shall be governed by the policies and procedures of MSU and the MSU Department of Nursing.

b. Students must follow the policies, expectations and rules associated with MSU and the MSU Department of Nursing (e.g. ANA Code of Ethics, Code of Student Rights and Responsibilities(http://www.missouristate.edu/policy/G5_01_StudentRightsandResponsibilities.htm), Academic Integrity Policies and Procedures (http://www.missouristate.edu/policy/Op3_01_AcademicIntegrityStudents.htm), minimal technical standards, Students may also be subject to the SCC disciplinary procedures for violations of the SCC Student Conduct Code as described in the St. Charles Community College Student Handbook.

c. Restrictions regarding access to or dissemination of student information will be indicated in the MSU registration system. Communication about students in the program will be channeled through MSU.

d. Students must meet MSU graduation requirements to graduate from the BSN-Completion program.

5. Fees and Tuition.

a. Tuition, fees, scholarship, and financial aid are administered by MSU for students admitted to the MSU BSN St. Charles Scholars program and taking MSU courses. Students must pay tuition and fees to MSU for online courses in the same manner as other students enrolled in MSU courses in accordance with MSU's policies and procedures at BearNet sites.

b. St. Charles Community College will bill MSU students directly for any incidental fees incurred by them that are not provided MSU students as part of this agreement.

6. Student head count and student credit hours.

a. The BSN degree will be granted by MSU and all course work associated with the degree will be transcribed at MSU, including approved SCC courses.

7. Space. Space for services such as individual student advisement and test proctoring will be provided by SCC without charge to MSU.

8. Distance education technology.

a. MSU will provide the learning management system to support MSU courses.

b. SCC will provide internet connectivity to the facility.

c. Expenses associated with other distance education costs and staffing levels will be MSU's responsibility and will be reviewed annually.

9. Program revenue and expenses.

a. MSU will receive all revenue for courses originated by MSU. SCC will receive all revenue for courses originated by SCC.

b. MSU will provide faculty salaries and benefits for faculty teaching MSU originated courses. SCC will provide faculty salaries and benefits for faculty teaching SCC originated courses.

c. Upon MSU's request, MSU faculty may receive a personal "Log In" account through SCC computer system to access the Internet, instructional software applications, and e-mail system.

d. MSU and SCC will cooperate to reach an agreement regarding other program expenses.

10. Evaluation.

a. The SCC faculty and administrators will cooperate with MSU faculty and administrators to comply with accreditation requirements and participate in reaffirmation reviews as required by the CCNE

b. Review of the collaborative relationship between MSU and SCC:

1. Representatives from both parties will serve on a review committee to regularly evaluate the ongoing collaborative relationship.

2. Disputes between the two institutions that are not settled through these regular evaluations will go to the chief academic officers of each party.

11. Term and Termination.

a. This MOU will become effective on the date set forth in the last paragraph hereof. The term of this MOU shall extend from such effective date until the fifth anniversary of such effective date unless terminated earlier as set forth below; provided, however, this MOU shall be automatically renewed for an additional five year term unless either party gives the other at least six months written notice prior to the expiration date of this MOU of its intent to terminate this MOU.

b. Either party may terminate this MOU, with or without cause, by providing the other written notice of termination at least six months prior to the effective date of termination.

c. When this MOU expires or is terminated before expiration, all equipment, supplies, and materials and educational resources shall revert to the party contributing the same. Additionally, when this MOU expires or is terminated before expiration, the parties will cooperate to negotiate a plan to assist students enrolled in the BSN Completion program to complete degree requirements as outlined in the MSU Undergraduate Catalog.

12. Miscellaneous.

a. The parties agree that while information and records may be stored at MSU and SCC regarding students enrolled in the BSN Completion program established by this MOU, the parties may disclose such information and records to one another for legitimate educational purposes provided that the parties comply with all legal requirements regarding such disclosure (including but not limited to the requirements set forth in 34 C.F.R. 99.31(a)(1)(i)(B)).

b. MSU and SCC will designate a contact person for matters related to this MOU.

c. If, as a result of an act of force majeure, including without limitation, an act of nature, war, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality (including the actual or threatened loss of accreditation) or other occurrence beyond the reasonable control of MSU or SCC, MSU or SCC is hindered in performing its

obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, the affected party shall have the right, upon notifying the other party of the occurrence of force majeure as herein defined, to suspend performance under this MOU until the event of force majeure has passed, or to terminate this MOU.

d. MSU and SCC shall not discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, sexual preference or disability in the performance of this MOU.


e. Neither MSU nor SCC shall assign this MOU or assign or delegate any of its obligations or rights under this MOU to any third party without the other party's prior written consent.


f. This MOU constitutes the entire agreement between MSU and SCC with respect to the subject matter contemplated herein. No amendment, change, waiver, or discharge of any portion hereof shall be valid unless it is in writing and is executed by the party against whom such amendment, change, waiver, or discharge is sought to be enforced.

g. MSU and SCC will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this MOU.

h. This MOU shall be governed by and interpreted in accordance with the laws of the State of Missouri.

MSU and SCC, by and through their undersigned representatives, have executed this MOU on this _____ day of _____, 2013.


Frank A. Einhellig
Provost
Missouri State University


Christopher Breitmeyer
Vice-President, Academic and Student Affairs
St. Charles Community College