

MEMORANDUM OF UNDERSTANDING
Between
Heartland Community College
and
The Board of Trustees of Illinois State University

This Memorandum of Understanding (MOU), dated November 1, 2023, establishes mutual understandings and agreements between Heartland Community College (HCC) and the Board of Trustees of Illinois State University (ISU) on behalf of its Mennonite College of Nursing with respect to the Bachelor of Science in Nursing (BSN) degree earned through Dual Enrollment of students in each partner institution (Dual Enrollment).

WHEREAS, ISU has the expertise to provide instruction leading from an A.D.N. degree to a BSN degree; and

WHEREAS, HCC wishes to have ISU facilitate dual enrollment of A.D.N. students into the ISU RN to BSN program; and

WHEREAS, the parties find it mutually beneficial to enter into an agreement to establish the guidelines for performing these services;

The two institutions agree to the following:

1. ISU will collaborate with HCC to facilitate concurrent enrollment of Heartland's A.D.N. students into ISU's RN to BSN program. Under the Dual Enrollment agreement, ISU will offer admission to a mutually-agreed upon number of HCC students each Fall semester. Admission is contingent upon completion of the following HCC courses with a grade of "C" or better (see Exhibit A): BIOL 181, 182, and 191; PSY 101, PSY 209, HLTH 120, ENGL 101 and 102; COMM 101, SOC 101, NURS 112, 113, 117, 122, 134, and 135; cumulative GPA of 2.0; and all C's in nursing courses at the end of Spring 2 (See Exhibit A).
2. ISU will request that dual-enrolled students submit transcripts each semester to ensure retention requirements are met. Specifically, the student must remain in good standing at the A.D.N. institution. Failure to maintain A.D.N. program eligibility will result in dismissal from the ISU Dual Enrollment program.
3. HCC students who do not pass their Nursing Licensure Exam (NCLEX) following their first or subsequent attempt at the end of Spring 3 and prior to the start of Fall 4 at ISU (see Exhibit A) will be dismissed from ISU's program. Dismissed students may submit a readmission application after passing the NCLEX exam.
4. HCC students who withdraw or are dismissed from HCC courses during Fall 3 or Spring 3 will be allowed to remain in the concurrently enrolled ISU courses but may not progress at ISU until previously attempted HCC courses are completed.
5. During concurrent enrollment in HCC and ISU courses, students will follow the dismissal policy outlined in their mutual catalogues; following completion of HCC nursing courses the dismissal policy outlined in the ISU catalogue will remain in effect. Any HCC student who withdraws or is dismissed from the relevant program may reapply. Students will be required to pay all relevant ISU and/or HCC application fees before advancing in the program. Readmission will be based on the competitiveness of the student academic profile and available space.

6. ISU will assess tuition and fees for all ISU courses based on the applicable published tuition rates for the term; HCC courses will be billed at the applicable published tuition and fee rate for that institution for the designated term.
7. ISU will work collaboratively with Heartland's designated academic advisor; monitor progress of students for continued academic compliance; provide health and safety requirements to students upon admission to the Dual Enrollment program with the expectation that they comply prior to *enrolling* in RN to BSN coursework; meet with prospective students at HCC a minimum of one time per year to discuss admission process and timeline; provide plan of study to prospective students that incorporates A.D.N. / RN to BSN coursework and update yearly in consultation with HCC; provide HCC with graduation statistics of students from its program, if Dual Enrollment participant signs appropriate FERPA waivers to allow such sharing of information.
8. HCC commits to obtain FERPA waivers from dually-enrolled students to allow for effective communication about student progression; work collaboratively with ISU's designated academic advisor (noting that A.D.N. advisor will provide primary academic advisement of student until the end of Spring 3 – see Exhibit A – at which point the ISU advisor assumes primary role); monitor progress of students for continued academic compliance and for completion of all academic requirements for transfer; provide space for ISU administrators/ recruiters to meet individually with prospective students at the transfer institution a minimum of one time per year to discuss transfer and admission process and timeline; and provide updates to Illinois State regarding changes to A.D.N. plan of study as needed
9. The financial aid offices of each institution will work together to determine the home school in the best interest of the student, on a case-by-case basis. Typically, HCC will serve as the home school during the first two years and ISU will serve as the home school the remaining years of the program. Each home school shall develop a consortium agreement process for administering financial aid awards to students based on the student's enrollment in the Dual Enrollment program. Each school shall process the aid award for the enrolled students based on the total course load for the term.
10. HCC commits to facilitate smooth transfer of its Dual Enrollment participants into ISU's RN to BSN Program.
11. Representatives of both institutions agree to meet on a regular basis, but at least every other year to assess curricular changes and other conditions that may affect the nature of the agreement.
12. Either party may terminate this agreement by giving at least sixty (60) days advance notice to the cooperating institution's chief academic officer. In the event of termination, students admitted to the Dual Enrollment Program shall be provided the opportunity to complete the program on the terms that were in effect upon the student's enrollment.

13. This MOU is effective on the date specified above and will automatically renew each year for a total period not to exceed five (5) years, unless terminated in accordance with paragraph 12 above.
14. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
15. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking).
16. The relationship of each party to the other under this Agreement shall be that of independent contractor, and no employment, partnership, or joint venture relationship shall be created by the entry into or performance of this Agreement by the parties.
17. Both parties affirm that, to the best of its knowledge, there exists no actual or potential conflict between such party's business, or financial interests and its obligations under this Agreement; and, in the event of a change in either of its private interests or obligations under this Agreement, and such party will raise to the other any questions regarding a possible conflict of Interest which may arise as a result of such change.
18. This Agreement may not be assigned to either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. The Agreement, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the content of said Agreement. This Agreement may not be amended by either party unless such amendment is mutually acceptable to both parties and is reduced to writing and signed by both parties.
19. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party's right to enforce such provisions in the future. In the event that any provision of this Agreement shall be held to be void, voidable or otherwise unenforceable, the remaining provisions, shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Illinois, without regard to the conflicts of laws. Any dispute arising hereunder shall be brought only in the appropriate courts located in Illinois. This Agreement may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
21. Confidentiality. Both ISU and HCC may receive confidential student information as a result of participation associated with this Articulation Agreement. ISU and HCC agree to abide by the student protections as outlined in the Family Educational Rights and Privacy Act (FERPA).
22. Use of Trademark. ISU and HCC agree to grant mutual, non-exclusive, non-transferable rights to utilize each other's trademarks, logos, or other institutional identifiers as provided by each party

for the purposes of promoting this agreement, and for no other purpose. Should improper use of any trademark by either institution be determined, ISU and HCC shall attempt to collaboratively work to rectify the usage. Usage does not grant any right or interest to acquire said trademarks.

23. Any notice required hereunder shall be deemed given when delivered in person or three (3) days after being sent by first class mail to the following addresses, which may be changed by notice provided pursuant to this Agreement:

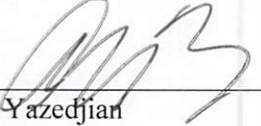
For Illinois State University:
Kileigh Guido, MA
Assistant Dean for Student Services
Mennonite College of Nursing
Illinois State University
Campus Box 5810
Normal, IL 61790-5810

For Heartland Community College:
Dr. Sarah Diel Hunt
VP, Enrollment and Student Services
Heartland Community College
1500 W Raab Rd
Normal, IL 61761

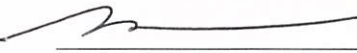
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

The Board of Trustees of Illinois State University

Heartland Community College



Dr. Ani Yazedjian 10/26/23
Acting VP for Academic Affairs and Provost Date



Dr. Rick Pearce 11-7-23
Provost and Vice President, Academic Date
Affairs

Reviewed and Approved
as to legal form
Office of General Counsel

EXHIBIT A

DUAL ENROLLMENT: HEARTLAND A.D.N Program and ISU's RN to B.S.N. Program

Note: Students must meet all A.D.N. selective admission requirements including C.N.A requirement by designated deadlines. Only students admitted to HCC Nursing program can enroll in HCC's NURS courses.

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→ Take NCLEX

# Heartland Prereqs only and will serve as ISU IDEAS	Blue= ADN SCHOOL A.D.N. courses
^ HCC and ISU Prereqs	Red = ISU Online RN to B.S.N. courses
\$ ISU Requirements only	*1 of 3 courses with this designation must fulfill the ISU AMALI requirement