



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated June 1, 2019, establishes mutual understandings and agreements between Richland Community College (“RCC”) and the Board of Trustees of Illinois State University on behalf of its Mennonite College of Nursing (“ISU”) 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 ADN degree to a BSN degree; and

WHEREAS, RCC wishes to have ISU facilitate dual enrollment of ADN 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;

THEREFORE, the parties agree as follows:

- A. ISU will collaborate with RCC to facilitate concurrent enrollment of RCC’s ADN students into ISU’s RN to BSN program. Under the Dual Enrollment agreement ISU will offer admission to a mutually-agreed upon number of RCC students each Fall semester. Admission is contingent upon completion of the following RCC courses with a grade of “C” or better: BIOL 201, 202 and 220; PSYCH 110, PSYCH 145, ENGL 101 and 102; COMM 101, HLTH 220; SOCIO 110; IAI Fine Arts; NURS 111, 112, 152, 154, and 155; cumulative GPA of 2.5; and all B’s in nursing courses at the end of the second semester of the RCC nursing program. See plan of study.

- B. ISU will request that dually-enrolled students submit transcripts each semester to ensure retention requirements are met. Specifically, the student must remain in good standing at the ADN institution. Failure to maintain ADN program eligibility will result in dismissal from the ISU Dual Enrollment program.

RCC students who do not pass their Nursing Licensure Exam (NCLEX) following their first or subsequent attempt and prior to the start of the nursing program at ISU (see Exhibit A) will be dismissed from ISU’s program. Dismissed students may submit a readmission application after passing the NCLEX exam.

RCC students who withdraw or are dismissed from RCC courses will be allowed to remain in the concurrently-enrolled ISU courses but may not progress at ISU until previously attempted RCC courses are completed.

During concurrent enrollment in RCC and ISU courses students will follow the dismissal policy outlined in their mutual catalogues; following completion of RCC nursing courses the dismissal policy outlined in the ISU catalogue will remain in effect. Any RCC student who withdraws or is dismissed from the

relevant program may reapply. Students will be required to pay all relevant ISU and/or RCC application fees before advancing in the program. Readmission will be based on the competitiveness of the student academic profile and available space.

- C. ISU will assess tuition and fees for all ISU courses based on the applicable published tuition rates for the term; RCC courses will be billed at the applicable published tuition and fee rate for that institution for the designated term.
 - D. ISU will work collaboratively with RCC'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 RCC a minimum of one time per year to discuss admission process and timeline; provide plan of study to prospective students that incorporates ADN / RN to BSN coursework and update yearly in consultation with RCC; provide RCC with graduation statistics of students from its program, if Dual Enrollment participant signs appropriate FERPA waivers to allow such sharing of information.
 - E. ISU will facilitate regular meetings for representatives of both institutions at least bi-annually to review curricular changes and other changes that may affect the nature of the agreement.
 - F. 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 RCC 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.
1.
 - A. RCC commits to facilitate smooth transfer of its Dual Enrollment participants into ISU'S RN to BSN Program;
 - B. RCC Nursing Department commits to obtain FERPA waivers from dually-enrolled students to allow for effective communication about student progression; work collaboratively with Illinois State's designated academic advisor (noting that ADN advisor will provide primary academic advisement of student until the end of the ADN program -see plan of study - at which point the Illinois State advisor assumes primary role); monitor progress of students for continued academic compliance and for completion of all academic requirements for transfer; provide space for Illinois State 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 ADN plan of study as needed.
 2. This MOU will become effective on the date specified, and will continue for a period of one (1) year, and will be automatically renewed for additional one (1) year terms

for a total of five (5) years, unless earlier terminated in accordance with the terms hereof.

3. It is understood and agreed that neither party to this MOU 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 MOU 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.
4. Either party may terminate this MOU for any reason upon at least sixty (60) days' written notice to the other party.
5. 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). RCC agrees to cooperate with any ISU investigation and/or complete its own review and provide ISU with a written outcome of its appropriate review and handling of any complaints of discrimination or harassment made by participating students arising out of this Agreement.
6. Neither party shall use the name of the other in any written material without the prior written consent of the other party.
7. The relationship of each party to the other under this MOU 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 MOU by the parties.
8. RCC affirms that, to the best of its knowledge, there exists no actual or potential conflict between RCC's family, business, or financial interests and its obligations under this MOU; and, in the event of change in either its private interests or obligations under this MOU, RCC will raise with ISU any questions regarding possible conflict of interest which may arise as a result of such change.
9. ISU affirms that, to the best of its knowledge, there exists no actual or potential conflict between ISU's family, business, or financial interests and its obligations under this MOU; and, in the event of change in either its private interests or obligations under this MOU, ISU will raise with RCC any questions regarding possible conflict of interest which may arise as a result of such change.
10. This MOU may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
11. This MOU, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications and writings with respect to the content of said MOU.
12. This MOU 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.

13. 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 MOU:

For ISU:

Janeen Mollenhauer, MS, LCPC
Associate Dean, Academic Support
Mennonite College of Nursing at Illinois State University
Campus Box 5810
Normal, IL 61790-5810


For RCC:

Ellen Colbeck, Ed.M., RT(R)(ARRT)
Dean, Health Professions
Richland Community College
1 College Park
Decatur, IL 62521

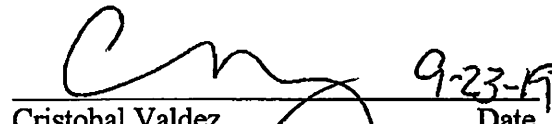
14. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party's right to enforce such provisions in the future. In the event that any provision of this MOU shall be held to be void, voidable or otherwise unenforceable, the remaining provisions shall remain in full force and effect. This MOU 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 federal or state courts located in Illinois, all protest based on jurisdiction or venue being hereby waived. This MOU 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.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.


**THE BOARD OF TRUSTEES OF
ILLINOIS STATE UNIVERSITY**

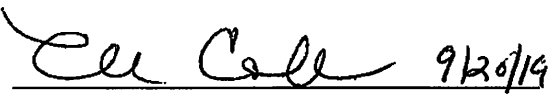

Jan Murphy
VP, Provost
Date 10/17/19

RICHLAND COMMUNITY COLLEGE


Cristobal Valdez
President
Date 9-23-19

Approved as to legal form:


Lisa M. Huson
General Counsel
Date 11-6-19


Ellen Colbeck
Dean of Health Professions
Date 9/23/19

Reviewed and Approved
as to legal form
Office of General Counsel