

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

September 12, 2019

ACTION: **Approve Memorandum of Understanding with ESU4 for Peru State College**

Peru State respectfully requests approve of the Memorandum of Understanding which supports collaborative opportunities for Peru State to provide graduate level continuing education/professional development course credit for Education Service Unit 4.

Board Policy 7015 requires Board action for approval of all academic agreements.

The System Office and Peru State College recommend approval of the Memorandum of Understanding with ESU4 for Peru State College.

ATTACHMENTS:

- PSC ESU4 Memorandum of Understanding (PDF)

MEMORANDUM OF UNDERSTANDING
BETWEEN
EDUCATIONAL SERVICE UNIT 4
AND
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES D.B.A PERU STATE COLLEGE

This Memorandum of Understanding (MOU) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Peru State College (PSC), and Educational Service Unit 4 (ESU 4).

INTENT OF MOU: It is the intent of PSC and ESU 4 is to collaborate to provide PSC graduate-level continuing education/professional development credit for ESU 4 courses.

EFFECTIVE DATE: This MOU shall be in effect from February 1, 2020 until June 30, 2025.

COURSES: All courses will be developed and taught by ESU 4, and remain the sole property of ESU 4. Within any applicable governmental or accreditation approvals or regulations, PSC will offer graduate-level continuing education credit for all PSC-approved ESU 4 courses. PSC makes no guarantee that ESU 4 courses can be applied to any degree program at PSC or otherwise, without prior written approval from PSC.

COURSE APPROVAL: ESU 4 will email the syllabi for the proposed course offering and other documentation as requested, to the PSC Dean of Graduate Programs at least thirty (30) days prior to the start date of the proposed course. The PSC Dean of Graduate Programs will serve as the liaison between ESU 4 and the appropriate PSC Academic Dean(s) to request approval. After viewing course syllabi provided by ESU 4 and providing the courses meet established PSC standards, the appropriate PSC Academic Dean(s) will approve course for applicable graduate-level continuing education or professional development semester credit. PSC Dean of Graduate Programs will then notify ESU 4 of the approval in writing.

INSTRUCTORS & EVALUATORS: All instructors/evaluators will be hired by, and be the responsibility of, ESU 4. All instructors/evaluators teaching undergraduate courses will hold a minimum of a master's degree with at least eighteen (18) graduate credit hours in the content area of instruction. All instructors/evaluators teaching graduate courses must hold a terminal degree. Transcripts will be provided to the PSC Dean of Graduate Programs.

REGISTRATION: Upon notification of course approval, the PSC Dean of Graduate Programs will provide ESU 4 with application and enrollment instructions to distribute to interested students wishing to take the course for PSC graduate credit. Payment will be due from the student two-weeks after the start of the course for graduate credit at PSC and at such time PSC will contact the student with instructions for making the payment. PSC will be responsible for managing processes pertaining to application, registration, tuition payment, refunds, transcripts, and course-swapping or course-extension requests. Students will follow all PSC processes and policies for application and enrollment as dictated by the PSC Dean of Graduate Programs and PSC will collect all courses fees.

COURSE DELIVERY: ESU 4 will facilitate the course either on-site or online as approved by PSC.

CUSTOMER SERVICE: Requests will be dealt with on a case-by-case basis, dependent on the concern. ESU 4 and PSC will work together to resolve any issues when necessary.

COURSE CANCELLATIONS: ESU 4 will have the sole responsibility in electing to cancel courses due to low-enrollment or other appropriate reasons. Should ESU 4 elect to cancel a course, ESU 4 must notify PSC two (2) weeks prior to the course start date. PSC will be responsible for notifying any students enrolled of the cancellation. Any student payments PSC received prior to the course cancellation will be refunded to the student.

GRADE REPORTING: PSC will provide ESU 4 with a course roster indicating the student enrolled in the course for PSC graduate credit when enrollment is finalized. ESU 4 will return the roster, complete with student grades, to the PSC Dean of Graduate Programs within five (5) business days from receiving the course roster.

GRADES & TRANSCRIPTS: PSC will post students grades as reported by ESU 4 within five (5) business days of receiving the graded roster from ESU 4. Following established PSC guidelines, final course grades will be transcribed by PSC with appropriate semester credit using PSC's graduate-level continuing education/professional development course designation. Students will be responsible for requesting transcripts by following the instructions provided on PSC's website.

CONSIDERATION FOR COURSES: At the end of each semester the course is offered and the final graded roster has been submitted to PSC, PSC will generate a payment to ESU 4 in the amount of 50% of the current per credit hour tuition rate for the course (not to include fees), per registrant on the final graded roster. At least one student must complete the course and receive a grade to generate payment. ESU 4 will sign the Request for Payment and return to PSC. Upon receipt of the signed Request for Payment, PSC will initiate payment to ESU 4.

MARKETING: ESU 4 will have permission to use the name "Peru State College", the trademark "PSC", or the PSC logo for the purpose of marketing course offerings. ESU 4 will verify the name, trademark and/or logo usage with PSC prior to release of any materials to ensure it follows PSC Identity Standards. When appropriate, PSC will include the ESU 4 logo and course descriptions in print materials, PSC webpages and other marketing channels as necessary, with approval from ESU 4. ESU 4 acknowledges that, except for the permission granted herein, it has no right or interest in any of PSC's trademarks or copyrights and will not represent that it has such rights. Upon termination of this MOU, regardless of the reasons, the permission granted herein will automatically terminate and ESU 4 will no longer be authorized to use the PSC name or logo. PSC recognizes the same policy applies to ESU 4 trademarks and copyrights.

NEW EMPLOYEE WORK ELIGIBILITY STATUS: - *One box below must be selected and marked.*

- X Employee Work Eligibility Status. ESU 4 is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- ESU 4 is an individual or sole proprietorship. ESU 4 must complete the “United States Citizenship Attestation Form,” available on the Department of Administrative Services website at http://das.nebraska.gov/lb403/attestation_form.pdf. If ESU 4 indicates on such attestation form that he or she is a qualified alien, ESU 4 agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify ESU 4 lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the MOU.*

ESU 4 understands and agrees that lawful presence in the United States is required and ESU 4 may be disqualified or the MOU terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

FERPA: Both Parties affirm that they will comply with the Family Educational Rights to Privacy Act for sharing student information.

ADA & DRUG-FREE WORKPLACE REQUIREMENTS: All provisions of this MOU are subject to the Americans with Disabilities Act (ADA). Further, ESU 4 certifies that it operates a drug-free workplace and, during the term of this MOU, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

RELATIONSHIP OF PARTIES: No agent, employee, representative, or subcontractor of either Party shall be deemed to be an agent, employee, representative, or subcontractor for the other Party. Each Party will be solely responsible at all times for its acts and the acts of its agents, employees, representative, or subcontractor.

LIABILITY INSURANCE REQUIREMENTS: *One box below must be selected and marked.*

- ESU 4 is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a five (5) million dollar umbrella. ESU 4 insurance policy shall be primary and non-contributory. PSC shall be named as an additional insured Party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against PSC. A copy of the certificate shall be provided to PSC.
- ESU 4 is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a three (3) million dollar umbrella. ESU 4 insurance policy shall be primary and non-contributory. PSC shall be named as an additional insured Party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against PSC. A copy of the certificate shall be provided to PSC.
- ESU 4 is required to carry liability insurance in the amount of one (1) million dollars per occurrence. ESU 4 insurance policy shall be primary and non-contributory. PSC shall be named as an additional insured Party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against PSC. A copy of the certificate shall be provided to PSC.
- X ESU 4 is not required to carry liability insurance as a condition of this MOU.

AUTHORIZATION & REPORTING: It is the sole responsibility of PSC to obtain and maintain any and all approvals needed to offer ESU 4 courses for graduate credit. PSC is responsible for any applicable IRS Form 1098-T reporting required by law as it relates to this MOU. PSC assumes full responsibility for operating in accordance with existing state and federal laws governing student registrations for credit and reporting.

MODIFICATION OF MOU: Renewal, extension or amendment of this MOU in any way shall be subject to mutual written consent of both Parties.

TERMINATION OF MOU: So that ESU 4 can maintain the integrity and consistency of their programs, PSC will give ESU 4 a six (6) month advanced notice in writing if PSC should decide to terminate this MOU, and will allow current registrants for PSC credit to finish their course(s) within normal PSC timelines. Should ESU 4 decide to terminate this MOU, it will afford PSC the same six (6) months advanced written notice.

NOTICES: All notices, demands, requests, or other communications required to be given or sent by either Party will be in writing and will be mailed by first-class mail or transmitted by facsimile or e-mail addressed as follows:

Educational Service Unit #4
Attention: Greg Robke
919 16th Street
Auburn, NE 68305
Phone: 402-274-4354
Fax: 402-274-4356
Email: grobke@esu4.net

Peru State College
Attention: Dr. Greg Seay, Dean of Graduate Programs
PO Box 10
Peru, NE 68421
Phone: 402-872-2282
Fax: 402-872-2413
Email: gseay@psc.edu

Each Party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

NON-EXCLUSIVITY: This MOU does not imply exclusivity on the part of either Party, meaning that ESU 4 may maintain similar working partnerships with other universities and colleges and PSC may maintain working relationships with other providers of continuing education courses/programs. Signatures, where indicated, shall constitute an agreement to terms and conditions between the parties.

FORCE MAJEURE: Neither Party to this MOU will be liable to the other Party for delays in performing the responsibilities, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of government authorities, extraordinary weather conditions or other natural catastrophes, or any other causes beyond the reasonable control of either Party.

SEVERABILITY AND SURVIVAL: If any one or more of the provisions of this MOU are found to be invalid, illegal, or unenforceable in any way, the validity, legality, and enforceability of the remaining provisions will not be affected.

GOVERNING LAW: This MOU shall be governed in all respects, by the laws of the State of Nebraska.

DESIGNATED PSC REPRESENTATIVE: The designated PSC representative for purposes of monitoring and oversight of this MOU is: Dr. Greg Seay, Dean of Graduate Programs, 402-872-2282, gseay@peru.edu.

PARTY SIGNATURES:

Educational Service Unit #4

Signature

Date

Title

Printed Name

Peru State College

Signature

Date

President

Title

Printed Name

The Board of Trustees of the Nebraska State Colleges

Signature

Date

Chancellor

Title

Printed Name