

## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

November 14, 2019

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**ACTION:** **Approve Memorandum of Understanding with Genesee Community College for Wayne State College**

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Wayne State requests approval of the Genesee Community College (GCC) Memorandum of Understanding (MOU) which allows GCC international and domestic transfer students to be eligible for the Nebraska Access Program (Board Policy 3401) and continue their education at WSC. This MOU also identifies that GCC and WSC will collaborate in their recruitment efforts when mutually beneficial.

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

The System Office and Wayne State College recommend approval of the Memorandum of Understanding with Genesee Community College for Wayne State College.

**ATTACHMENTS:**

- WSC Genesee Community College MOU - November 2019 (PDF)

**Memorandum of Understanding between  
The Board of Trustees of the Nebraska State Colleges  
doing business as Wayne State College  
and  
Genesee Community College**

This Memorandum of Understanding (MOU) is designed to foster a formal relationship for mutual support, shared resources, and cooperation between THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES doing business as WAYNE STATE COLLEGE (WSC) and GENESEE COMMUNITY COLLEGE (GCC), collectively (Parties), regarding the recruitment and transfer of students.

This MOU sets forth the entire agreement of the Parties and supersedes all previous agreements, prior negotiations, discussions, and proposals.

WSC and GCC have reached agreement on the following areas of cooperation, pertaining to the application process for, and transfer of, students from GCC to WSC:

1. Students fully graduated from GCC with an A.A. or A.S. degree (minimum 2.00 GPA) will have fully met WSC's General Studies requirements, which include English requirements.
2. WSC will, for denied international students and those international students dismissed for academic reasons from its Undergraduate programs, issue a letter informing students of GCC as a viable pathway for continued study.
3. GCC and WSC will help support campus visits and provide information to promote the partnership. WSC will host an on-campus visit day (meals inclusive) for all interested GCC students once per year, as well as visit GCC at least once each fall and spring semester.
4. GCC and WSC will collaborate on recruitment efforts, such as college fairs and high school visits mutually beneficial to both institutions.
5. Students transferring from GCC to WSC, or applying to GCC per item two (2) above, will otherwise be subject to the terms and admissions guidelines for WSC and/or GCC and will be given no additional preferential treatment with respect to the admissions process or scholarships.
6. WSC will be available to assist GCC students with appropriate academic advising related to the student's intended plan of study while at GCC.
7. Nebraska Access Program. GCC students who transfer to WSC are eligible for the Nebraska Access Program. (See Appendix I: Nebraska State College System Policy 3401)

8. Tuition Discount. Eligible GCC students shall be charged a reduced tuition rate equal to the Nebraska resident tuition rate. WSC shall charge GCC students the same rates as the rates charged to other WSC students for non-tuition fees, on-campus housing, and food services. To be eligible for the Nebraska resident tuition rate, GCC applicants must:
  - a. Meet all requirements for student admission to WSC as published in the WSC General and Graduate Catalog
  - b. Provide proof of Health Insurance with a USA insurance carrier prior to the first day of class attendance, if an international transfer student
  - c. Meet the current WSC Satisfactory Academic Progress standard for Cumulative Grade Point Average as published on the WSC website at <https://www.wsc.edu/info/20044/financial%20aid/386/staying%20eligible/2>
9. Term and Termination of MOU. The term of the MOU shall be effective on January 1, 2020 and be in effect until either Party wishes to terminate the MOU by written notification signed by the appropriate official of the Party initiating the termination. Such notification must be received by the other Party at least six (6) months prior to the effective termination date.
10. Amendment of MOU. This MOU may be amended at any time by the written agreement of both Parties. Any amendments to this MOU shall be in writing and approved in the same manner as was used to approve this MOU.
11. Indemnification. To the maximum extent permitted by law, each Party agrees to indemnify and defend the other Party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either Party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.
12. The designated representatives of the Parties for the purpose of monitoring and oversight of this MOU are:

Steven Elliott  
Vice President for Academic Affairs, WSC  
(402) 375-7208; [stelliol@wsc.edu](mailto:stelliol@wsc.edu)

Shelitha Williams  
Vice President/CDO for Student & Enrollment Services, GCC  
(585) 343-0055 ext. 6537; [swwilliams@genesee.edu](mailto:swwilliams@genesee.edu)

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

**WAYNE STATE COLLEGE**

By: \_\_\_\_\_  
Marysz Rames, President

Date: \_\_\_\_\_

**GENESEE COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Shelitha Williams, Vice President for Student and Enrollment Services

Date: \_\_\_\_\_

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**

By: \_\_\_\_\_  
Paul Turman, Chancellor

Date: \_\_\_\_\_

## Appendix 1

### STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3401**

**Nebraska Access Program**

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#### BOARD POLICY

The Board has authorized a special Nebraska Access tuition rate for qualifying students. This program will be known as the Nebraska Access Program (formerly known as the Non-Resident Scholars Program). The program will be available to qualified non-resident students seeking admission to and continuing enrollment at Chadron, Peru or Wayne State College.

The purpose of this program is to increase access for out-of-state students. The program is intended to increase residence hall occupancy and facility utilization.

Program requirements:

1. Freshmen
  - a. Must score a 22 ACT or 1100 SAT or above, or
  - b. Must be in the upper half of their high school graduating class, or
  - c. Must have a minimum high school cumulative GPA of 3.25 on a 4.0 scale.
  - d. To continue in the program, students are required to maintain eligibility for enrollment.
2. Transfer Students
  - a. All transfer students will be eligible for the program.
  - b. To continue in the program, transfer students are required to maintain eligibility for enrollment.
3. Entering Graduate Students
  - a. Must have a cumulative GPA of 3.5 for all previous work attempted at all colleges attended.
  - b. To continue in the program, graduate students are required to maintain a 3.5 cumulative GPA.
4. International Students
  - a. Freshmen students are eligible under item #1.
  - b. Freshmen students who do not meet eligibility requirements under item #1 will be eligible for the Nebraska Access Program once they have earned a cumulative 2.5 GPA for all coursework attempted at the State College in which they are enrolled or if they reside in on-campus housing and purchase an on-campus (non-commuter) meal plan.
  - c. Transfer students are eligible under item #2.
  - d. Graduate students are eligible under item #3.
  - e. To continue in the program, international students are required to maintain eligibility for enrollment.
5. Academic Partnership Program Students
  - a. All students enrolled in an academic partnership program between one of the State Colleges and another institution will be eligible for the Nebraska Access Program when it is specifically referenced as a component of the agreement.
  - b. To continue in the program, students are required to maintain eligibility for enrollment.

Legal Reference: RRS 85-504 State educational institutions; fees; waiver  
RRS 85-501 State educational institutions; non-resident fees

Policy Adopted: 1/28/77  
Policy Revised: 2/7/83  
Policy Revised: 10/16/86  
Policy Revised: 6/5/93  
Policy Revised: 3/11/94  
Policy Revised: 11/13/01

Policy Revised: 4/9/02  
Policy Revised: 9/17/04  
Policy Revised: 6/6/08  
Policy Revised: 6/2/11  
Policy Revised: 9/9/16  
Policy Revised: 11/17/17

Policy Revised: 6/19/18  
Policy Revised: 6/18/19