

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

June 16, 2020

ACTION: **Approve Memorandum of Agreement with Nebraska Methodist College for Chadron State College**

Per Board Policy 7015 which requires Board action for approval of all academic partnerships, Chadron State requests approval of the Nebraska Methodist College (NMC) Memorandum of Agreement (MOA). This MOA establishes a pathway of advisement and coordination to allow CSC students to complete a 3+1 Program that will result in dual degrees from the two institutions - a BS in Health Sciences from CSC and an AS in Respiratory Therapy from NMC.

The System Office and Chadron State College recommend approval of the Memorandum of Agreement with Nebraska Methodist College for Chadron State College.

ATTACHMENTS:

- CSC Nebraska Methodist College Memorandum of Agreement (PDF)

MEMORANDUM OF AGREEMENT
Between the
BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
doing business as
CHADRON STATE COLLEGE
And
NEBRASKA METHODIST COLLEGE OF NURSING AND ALLIED HEALTH

This Memorandum of Agreement (Agreement) is designed to foster a collaborative partnership between the Board of Trustees of the Nebraska State Colleges, doing business as Chadron State College (CSC) and Nebraska Methodist College of Nursing and Allied Health d/b/a Nebraska Methodist College—The Josie Harper Campus (NMC), collectively (Parties), through the creation of an undergraduate 3+1 program (Program) in Respiratory Therapy. Students will attend CSC for three years as a Health Science major and then attend NMC's respiratory therapy program for their fourth and final year.

Students can choose to move to Omaha during the fourth year and attend classes at NMC or they can remain in Chadron and attend classes virtually and complete clinical sites in the panhandle region of Nebraska. Students can opt to do clinical rotations at any validated clinical site or combination of clinical sites. The Program will be promoted as a *Respiratory Therapy Dual Degree – AS & BS*. Students who successfully complete the Program will earn an Associates of Science in Respiratory Therapy (ASRT) from NMC and a Bachelor of Science in Health Sciences from CSC.

Under the provisions of this Agreement, CSC and NMC agree to the following conditions:

- 1) CSC and NMC agree to collaborate on the development of the curriculum path and will provide the information necessary to successfully promote, develop, and maintain the partnership.
- 2) Transfer courses will be periodically evaluated through the exchange of course syllabi and examination by CSC and NMC. It is the responsibility of CSC to submit changes in course offerings for review to NMC. Likewise, it is the responsibility of NMC to submit changes in course offerings and/or changes to the curriculum to CSC.
- 3) To assist prospective transfer students with their academic planning, students from CSC are strongly encouraged to work with an academic advisor at CSC and an academic advisor at NMC. NMC and CSC will collaborate on recruitment, advising, and retention efforts mutually beneficial to both institutions.
- 4) CSC will meet annually with NMC to evaluate this Agreement and the articulation agreements developed through the partnership.
- 5) Students enrolled at CSC must meet the academic and behavioral standards of the Health Sciences program. As students transfer to NMC, they must meet the admission standards of the respiratory care program at NMC, including behavioral and technical standards. Courses taken at NMC will be transferred back to CSC in order to fulfill the Bachelor of Science in Health Sciences degree. Students enrolled in the Program must earn both the minimum number of total credits and the minimum number of upper class credits to obtain a degree from CSC. To earn an Associates of Science degree from NMC, students must successfully complete all required courses for this Program.

- 6) Students, while enrolled at NMC and assigned to clinical facility's instructors, are governed by the policies and procedures of NMC and the affiliated clinical facility. The training program and course offered by NMC shall be subject to approval of the Commission of Accreditation for Respiratory Care (CoARC).
- 7) NMC may charge tuition and fees to the student, as applicable, for its Program and courses.
- 8) CSC will designate a CSC faculty or staff member to act as liaison between CSC and NMC concerning matters pertinent to the Agreement and to facilitate communication and coordination of efforts between the Parties regarding course development and implementation, policies of mutual concern, and student counseling.
- 9) For each semester in which one or more CSC students are enrolled in the Program, CSC will provide the Program Director of NMC's Program an adjunct faculty appointment for serving as the instructor of record for a three (3) credit internship course that includes arranging clinical sites and supervising and evaluating students during their clinical experience. Compensation will be paid based upon the established Nebraska State Colleges' adjunct rate of pay. The appointment must be either published in the current CSC catalog, online on the CSC webpage, or designated as such by a written notification to the Program. The Parties shall review this appointment annually.
- 10) Student Qualifications. In addition to meeting all other qualifications established by NMC, CSC understands and agrees that students accepted to the Program must meet the following qualifications:
 - a. Health Exam. Students are required to have a medical exam prior to starting program and provide proof of current immunizations and/or testing for measles, mumps, rubella, skin test for tuberculosis (if positive, any treatment received and proof of negative chest x-ray), Hepatitis B (or signed waiver), Tdap within the past ten (10) years, two (2) doses of MMR or titers, Hepatitis B series and a positive titer, two (2) doses Varicella vaccine or titer, annual TB skin test, and annual influenza vaccine.
 - b. Drug Screens. Students will comply with NMC drug screen requirements and grant reasonable access to pertinent records to verify compliance. Pre-placement drug screens will be conducted at student's expense and shall consist of a 9-panel screening test. A non-negative result may disqualify the student from participation in the Program.
 - c. Criminal Background Checks. A criminal background check to encompass all counties of residence in the past ten (10) years will be conducted at the student's expense. A student will be disqualified from participation in the Program for any of the following: felony conviction within the last three (3) years; felony conviction within the last ten (10) years involving drugs, theft or violence; misdemeanor conviction within three (3) years if sentence involved jail time; multiple misdemeanors within the last ten (10) years; multiple DUIs within the last ten (10) years; any conviction involving abuse, neglect or mistreatment of a patient; and failure to disclose prior convictions.
 - d. Adult/Child Abuse and Sex Offender Registries Checks. Adult and Child Abuse Registry checks for the state of Nebraska must be completed prior to any student enrolling in the Program. Return of information on these registries can take from 30 to 90 days. Any student with a positive return on the registries will be disqualified from participation in the Program. NMC will also conduct a check of the National Sex Offender Public Website (NSOPW) Registry prior to any student enrolling in the Program.

- 11) Students must carry personal health insurance while enrolled in NMC's Program.
- 12) This Agreement does not contemplate the payment of any fees or remuneration by either Party to the other beyond those outlined above in #9.
- 13) Neither Party will discriminate against any employee, applicant or student based on gender, disability, race, color, religion, age, sexual orientation, gender identity, financial status, marital status, veteran status or national or ethnic origin.
- 14) CSC recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement; CSC may have access to certain information of NMC that is confidential and constitutes valuable, special and unique property of NMC including business plans, marketing strategies and materials, educational and consulting materials, patient lists, contracts, systems, programs, methods, and other business records ("Confidential Information"). CSC agrees that it will not at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without NMC's express prior written consent or as required by law, except in connection with the performance of CSC's duties hereunder, any Confidential Information that is clearly marked "Confidential" by NMC. This clause shall survive the termination of this Agreement. Upon termination, any Confidential Information shall be promptly returned to NMC.
- 15) Neither Party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to this Agreement, or for any negligent or intentional act or omission of the other Party or its officers, employees or agents. Neither Party shall have authority to bind the other Party to any debt, contractual, or other undertaking.
- 16) Amendments to this Agreement will be negotiated annually, documented in writing, and signed by both Parties.
- 17) The Agreement shall be effective beginning July 1, 2020 through June 30, 2023, and may be terminated by either Party upon ninety (90) calendar days' written notice to the other Party.
- 18) This Agreement shall not be amended except upon the express written agreement of the Parties.
- 19) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions shall remain in full force and shall in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits of the Parties hereunder.
- 20) Waiver. Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
- 21) Assignment. This Agreement shall not be assigned or transferred by either Party without prior written consent.
- 22) Binding Effect. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto, and their heirs, legal representatives, successors and permitted assigns.

- 23) Each Party shall perform the services required in this Agreement in compliance with all applicable federal, state, and local governmental laws, rules and regulations, including without limitation, those relating to environmental, occupational, health and hazardous waste, those relating to the payment and withholding of taxes and those relating to third party payment programs such as Medicare and Medicaid. Both Parties agree to comply with the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.
- 24) Interpretation. This Agreement is the result of negotiation between the Parties, and no ambiguity herein shall be construed against either Party because of that Party's role in drafting this Agreement.
- 25) Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitute the entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings. To the extent that any exhibit or schedule contains express provisions which are inconsistent with any term of this Agreement, the express provisions of the schedule or exhibit shall control.
- 26) Copies/Signatures. A fully-executed electronic copy of this Agreement shall be treated as an original Agreement and signatures may be made in counterparts to the Agreement.
- 27) Recitals. The recitals are intended to describe the intent of the Parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
- 28) Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.
- 29) No Legal Disability. Each Party represents that its execution and performance of this Agreement will not violate any term, covenant or understanding with any other person or entity or place such Party in breach of any contractual or legal obligation to a third party.
- 30) No Third Party Beneficiaries. This Agreement is executed for the benefit of the named Parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a Party to this Agreement or a Party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.
- 31) This Agreement shall be interpreted, construed and governed according to the laws of the state of Nebraska.
- 32) The designated CSC representative for purposes of monitoring and oversight of this Agreement is:

Vice President of Academic Affairs
Dr. James Powell
(308) 432-6203
jpowell@csc.edu

33) The designated NMC representative for purposes of monitoring and oversight of this Agreement is:

Assistant Professor, Program Director Respiratory Care
Lisa Fuchs
(402) 354-7072
lisa.fuchs@methodistcollege.edu

IN WITNESS THEREOF, the authorized representative(s) of both Parties have duly executed this Agreement hereto, and each Party acknowledges the receipt of a duly executed copy of this Agreement.

For the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College:

Dr. Randy Rhine, President Chadron State College

Date

Dr. Paul Turman, Chancellor of the Nebraska State College

Date

For Nebraska Methodist College of Nursing and Allied Health:

Dr. Deb Carlson, President & CEO Nebraska Methodist College

Date