

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION: **Approve Memorandum of Understanding with Virtual Education Software, Inc. (VESI) for Chadron State College**

The Memorandum of Understanding between Virtual Education Software, Inc. (VESI) and Chadron State College supports collaboration opportunities for CSC to provide undergraduate and graduate level continuing education/professional development course credit with VESI. Chadron State respectfully requests approval of this Memorandum of Understanding, which extends its current partnership with VESI for an additional three (3) years. Board Policy 7015 requires Board action for approval of all academic agreements.

The System Office and Chadron State College recommend approval of the Memorandum of Understanding with VESI for Chadron State College.

ATTACHMENTS:

- CSC VESI MOU (PDF)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VIRTUAL EDUCATION SOFTWARE, INC.
AND
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES D.B.A. CHADRON STATE COLLEGE**

This Memorandum of Understanding ("MOU") is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College ("CSC"), and Virtual Education Software, Inc. ("VESi") of Spokane, WA.

INTENT OF MOU: It is the intent of CSC and VESi to collaborate to provide CSC undergraduate and graduate-level continuing education/professional development credit for courses offered by VESi.

EFFECTIVE DATE: This MOU shall be in effect from February 1, 2023 to January 31, 2026.

COURSES: All courses will be developed and taught by VESi, and remain the sole property of VESi. Within any applicable governmental or accreditation approvals or regulations, CSC will offer undergraduate and graduate-level continuing education/professional development credit for all CSC approved VESi courses. CSC makes no claim that VESi courses can be applied to any degree program.

CSC COURSE APPROVAL: After reviewing course syllabi provided by VESi, and providing the courses meet established CSC standards, CSC will approve courses for appropriate undergraduate and graduate-level continuing education/professional development semester credit.

INSTRUCTORS & EVALUATORS: All instructors/evaluators will be hired by and be the responsibility of VESi. All instructors/evaluators 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.

REGISTRATION: Students will register for VESi courses directly with CSC and CSC will collect all course fees. CSC will send VESi an electronic request via email with the appropriate student information required for registration. CSC will be responsible for managing student inquiries regarding registration, tuition payment, refunds, transcripts, and course-switching or course-extension requests.

COURSE DELIVERY: Upon receipt of the student registration, VESi will process the order within 1-2 business days and will fulfill all orders by providing the student with all necessary course materials. Course materials that cannot be delivered electronically will be sent out via priority mail.

CUSTOMER SERVICE: Upon receipt of the course order from CSC, VESi will provide all customer services related to order fulfillment, instruction and evaluation. CSC will notify VESi of students switching courses or requesting additional time to complete a course.

COURSE CANCELLATIONS: All course registration cancellations will be handled by CSC and communicated to VESi. All refunds will be the responsibility of CSC and will follow established CSC refund policies. Retrieval of any course materials is the responsibility of VESi.

GRADE REPORTING: VESi will report final grade to CSC once a course has been completed.

GRADES & TRANSCRIPTS: Following established CSC guidelines, final course grades will be added to the official transcript by CSC with appropriate semester credit using CSC's undergraduate and graduate-level continuing education/professional development course designation. Upon request, CSC will send transcripts to the student.

MARKETING: VESi will have permission to use the name "Chadron State College", the trademark "CSC", or the CSC logo in the list of partner universities on the VESi website for the duration of the MOU. CSC is solely responsible for marketing approved VESi courses and for determining the marketing resources it will use. When appropriate, CSC will include the VESi logo and course descriptions in print materials and CSC website locations. VESi acknowledges that, except for the permission granted herein, it has no right or interest in any of CSC'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 VESi will no longer be authorized to use the CSC name or logo. CSC recognizes the same policy applies to VESi trademarks and copyrights.

CONSIDERATION: Within twenty-one (21) days of registration being closed for the term, VESi will invoice CSC in the amount of \$150 per credit hour, per registrant. Upon receipt of invoice from VESi, CSC will initiate payment.

PROMPT PAYMENT ACT: In the event any amount due under this MOU remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

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

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: VESi is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a three (3) million dollar umbrella. VESi's insurance policy shall be primary and non-contributory. CSC 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 CSC. A copy of the certificate shall be provided to CSC.

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

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

Virtual Education Software, Inc.
Attention: Mick Jackson
16201 East Indiana Avenue Suite 1450
Spokane, WA 99216
Fax: 509-926-7768
E-mail: mick@virtualeduc.com

Chadron State College
Dean of Curriculum
1000 Main Street
Chadron, NE 69337
Phone: 308-432-6330
E-mail: curriculum@csc.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 VESi may maintain similar working partnerships with other universities and colleges and CSC may maintain working relationships with other providers of continuing education/professional development courses. 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.

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

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

PARTY SIGNATURES:

Virtual Education Software, Inc.

Signature

Date

Title

Printed Name

Chadron State College

Signature

Date

Title

Printed Name

The Board of Trustees of the Nebraska State Colleges

Signature

Date

Title

Printed Name