



MEMORANDUM OF UNDERSTANDING

Between

The Board of Trustees of the Nebraska State Colleges doing business as Wayne State College & Teaching Channel

**AGENDA ITEM: 2.7**  
**MEETING DATE: June 15, 2023**

It is the intent of the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (WSC) and Teaching Channel (TC), a Limited Liability Company, to partner in a collaborative partnership to offer graduate continuing education courses through WSC. The items contained in this Memorandum of Understanding (MOU) establish the roles and expectations for this partnership.

**EFFECTIVE DATE:** This MOU shall be in effect from August 1, 2023 to July 31, 2026.

**COURSES:** All courses will remain the sole property of TC. Within applicable governmental or accreditation approvals or regulations, WSC will offer graduate-level continuing education credit for all WSC-approved TC courses. WSC makes no claim that TC courses can be applied to any degree program.

**COURSE APPROVAL:** TC will submit syllabi to WSC for review. Provided the courses meet established WSC standards, approval for graduate continuing education semester credit will be given.

**INSTRUCTORS & EVALUATORS:** All instructors/evaluators will be hired by and be the responsibility of TC. All instructors/evaluators will hold a terminal degree.

**INDEPENDENT CONTRACTOR:** TC shall be an independent contractor and not a WSC employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska worker's compensation law and Nebraska unemployment insurance law.

**NEW EMPLOYEE WORK ELIGIBILITY STATUS:**

Employee Work Eligibility Status. TC 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.

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

**REGISTRATION:** Students will register for TC courses directly with WSC and WSC will collect all course fees. WSC will send TC an electronic spreadsheet of the required student registration information. WSC will be responsible for handling student inquiries regarding registration, tuition payment, refunds, transcripts, etc.

**COURSE DELIVERY:** Upon receipt of student registration, TC 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 WSC, TC will provide all customer service related to order fulfillment, instruction and evaluation and extensions and requests for course switching. TC will notify WSC of students switching courses or requesting additional time to complete a course.

**COURSE CANCELLATIONS:** All course cancellations will be handled by WSC and communicated to TC. TC will be paid a \$50 cancellation fee. WSC will be responsible for issuing all refunds to students.

GRADES & TRANSCRIPTS: Following the established guidelines of WSC, grades for the courses will be transcribed in semester credit at the graduate continuing education level. Upon request, WSC will send transcripts to the student.

GRADE REPORTING: Upon receipt of completed course work, TC will grade the work within a reasonable amount of time (generally one to two weeks) following WSC grading system. TC will submit a completed grade report to WSC Graduate Office weekly as needed.

MARKETING: TC will have permission to use the name "Wayne State College", or the trademark "WSC" and logo which will be included with other "private" academic partners on the TC website. WSC recognizes that they are solely responsible for marketing these courses and will include the TC logo, when appropriate, in course listings/descriptions in appropriate print materials including course catalogs etc. and will also place the same in appropriate places on the WSC website. At their discretion, WSC will also communicate offerings to their customer base via print or electronic communication. TC acknowledges that, except for the license granted herein, it has no right or interest in any of WSC's trademarks or copyrights and will not represent that it has such rights. Upon termination of this MOU, regardless of the reasons, the license granted herein will automatically terminate and TC will no longer be authorized to use the WSC name or logo and WSC recognizes the same applies to TC trademarks and copyrights.

PRICING: WSC will price TC courses to students at the rates established annually by the Board of Trustees of the Nebraska State Colleges. WSC understands that should the TC advertised regular price exceed the WSC rate charged to students that TC may execute the Termination of MOU section of this MOU.

INVOICING AND PAYMENT: Three weeks (21 days) after registration has been closed for the term, TC will invoice WSC in the amount of \$105 per credit hour, per registrant. Invoices for \$50 per course for any course cancellations would also occur at this time. 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 31<sup>st</sup> 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 and Privacy Act for sharing student information.

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

TERMINATION OF MOU: Should either party decide to end the partnership, it will afford the other party a six month advance notice in writing. If this MOU is terminated, current registrants will be allowed to finish their course(s) within normal timelines for WSC credit.

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:

To Teaching Channel:

Teaching Channel

Attention: Mike Smith

Grand Oak Business Park

2805 Dodd Road, Suite 200

Eagan, MN 55121

E-mail: [mike.smith@teachingchannel.com](mailto:mike.smith@teachingchannel.com)

To WSC:

Wayne State College – Graduate Office

Attention: Anna Kruger

1111 Main Street

Wayne, Ne 68787

Phone: 402-375-7256

E-mail: [ankrue1@wsc.edu](mailto:ankrue1@wsc.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 TC may maintain similar working partnerships with other universities and colleges and WSC *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.

LIABILITY INSURANCE REQUIREMENTS: TC shall maintain liability insurance from a reputable insurance company acceptable to WSC as follows:

- a. TC agrees to maintain at least the prescribed minimum worker's compensation insurance coverage for all employees for the duration of this MOU. Legal determination of employee status versus independent contractor status is at the discretion of TC and solely their responsibility.
- b. TC is required to carry liability insurance in the amount of one (1) million dollars per occurrence. TC's insurance policy shall be primary and non-contributory. WSC 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 WSC. A copy of the certificate shall be provided to WSC.

ADA & DRUG-FREE WORKPLACE REQUIREMENTS: All provisions of the MOU are subject to the Americans with Disabilities Act (ADA). Further, TC certifies that TC 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.

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 sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this MOU other than those stated herein. This MOU will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This MOU may be amended at any time in writing upon the agreement and signature of both parties.

DESIGNATED WSC REPRESENTATIVE: The designated WSC representative for purposes of monitoring and oversight of this MOU is:

<u>Anna Kruger</u>	<u>(402)-375-7256</u>	<u>ankrue1@wsc.edu</u>
Name	Telephone	Email Address

IN WITNESS WHEREOF, the parties have executed, or caused to be executed this MOU as of the date of the last signature below.

For: Teaching Channel

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

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Mike Smith, President Teaching Channel  
with Learners Edge

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(Date)

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Angela Fredrickson, Vice President for  
Administration & Finance, Wayne State College

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Paul Turman, Chancellor

\_\_\_\_\_  
(Date)