

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated May 1, 2018 establishes mutual understandings and agreements between Graham Hospital School of Nursing ("GHSN") and the Board of Trustees of Illinois State University on behalf of its Mennonite College of Nursing ("ISU") with respect to the Bachelor of Science in Nursing ("BSN") transfer pathway ("Pathway") from the Diploma program to the RN to BSN program at ISU.

WHEREAS, ISU has the expertise and equipment to provide instruction leading from a Diploma program to a BSN degree; and

WHEREAS, GHSN wishes to have ISU facilitate transfer into its RN to BSN program; and

WHEREAS, the parties find it mutually beneficial to enter into an agreement to establish the guidelines for performing these services;

THEREFORE, the parties agree as follows:

1. A. ISU will collaborate with GHSN to facilitate transfer of Diploma program graduates into ISU's RN to BSN program. Under the Pathway agreement, ISU will offer pre-admission for up to 75% of a projected admission cohort to students from the combined Pathway institutions, including GHSN into its RN to BSN Program.
 - B. After acceptance into the Pathway program, students must submit transcripts each semester to ensure retention requirements are met. Specifically, the student must remain in good standing at the Diploma program institution and obtain C's or better in prerequisite courses as specified by ISU and in other courses as specified by the Illinois Articulation Initiative ("IAI").
 - C. ISU will work collaboratively with the Diploma program institution's designated academic advisor; monitor progress of students for continued academic compliance; provide health and safety requirements to students upon admission to the Pathway program with expectation that they comply prior to *enrolling* in RN to BSN coursework; meet with prospective students at transfer institution a minimum of one time per year to discuss admission process and timeline; provide plan of study to prospective students that incorporates the Diploma program / RN to BSN coursework and update yearly in consultation with GHSN; provide GHSN with graduation statistics of students from its program, if Pathway participant signs appropriate FERPA waivers to allow such sharing of information.
2. A. GHSN commits to facilitate smooth transfer of its Pathways participants into ISU'S RN to BSN Program;
 - B. GHSN commits to obtain FERPA waivers from admitted students to allow for effective communication about student progression; work collaboratively with Illinois State's designated academic advisor (noting that the Diploma program

advisor will provide primary academic advisement of student with Illinois State advisor assuming primary role upon *enrolling* in RN to BSN coursework); monitor progress of students for continued academic compliance and for completion of all academic requirements for transfer, including but not limited to: prerequisites, IAI, AS degree; promote compliance with Illinois State student health and safety requirements; provide space for Illinois State administrators/recruiters to meet individually with prospective students at the transfer institution a minimum of one time per year to discuss transfer and admission process and timeline; and provide updates to Illinois State regarding changes to the Diploma program plan of study as needed.

3. This MOU will become effective on the date written above, and will continue for a period of one (1) year, and will be automatically renewed for additional one (1) year terms for a total of five (5) years, unless earlier terminated in accordance with the terms hereof.
4. It is understood and agreed that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
5. Either party may terminate this MOU for any reason upon at least sixty (60) days' written notice to the other party. Any monies due at time of termination will be paid immediately upon termination.
6. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, protective order status, or status as a disabled veteran or a veteran of the Vietnam era.
7. Neither party shall use the name of the other in any written material without the prior written consent of the other party.
8. The relationship of each party to the other under this MOU shall be that of independent contractor, and no employment, partnership or joint venture relationship shall be created by the entry into or performance of this MOU by the parties.
9. GHSN affirms that, to the best of its knowledge, there exists no actual or potential conflict between GHSN's family, business, or financial interests and its obligations under this MOU; and, in the event of change in either its private interests or obligations under this MOU, GHSN will raise with ISU any questions regarding possible conflict of interest which may arise as a result of such change.
10. This MOU may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
11. This MOU, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications and writings with respect to the content of said MOU.

12. This MOU may not be amended by either party unless such amendment is mutually acceptable to both parties, and is reduced to writing and signed by both parties.
13. Any notice required hereunder shall be deemed given when delivered in person or three (3) days after being sent by first class mail to the following addresses, which may be changed by notice provided pursuant to this MOU:

For ISU:

Janeen Mollenhauer, MS, LCPC
Associate Dean, Academic Support
Mennonite College of Nursing at Illinois State University
Campus Box 5810
Normal, IL 61790-5810

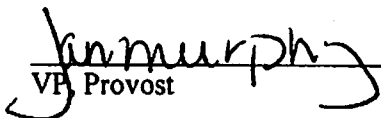
For GHSN:

Sue Livingston, RNC, MSN
Director
Graham Hospital School of Nursing
210 W. Walnut St.
Canton, IL 61520

14. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party's right to enforce such provisions in the future. In the event that any provision of this MOU shall be held to be void, voidable or otherwise unenforceable, the remaining provisions shall remain in full force and effect. This MOU shall be governed by the laws of the State of Illinois, without regard to the conflicts of laws. Any dispute arising hereunder shall be brought only in the federal or state courts located in Illinois, all protest based on jurisdiction or venue being hereby waived. This MOU may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

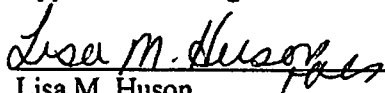
THE BOARD OF TRUSTEES OF
ILLINOIS STATE UNIVERSITY



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Sue Livingston, Director

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Lisa M. Huson
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Robert Sennett
President and CEO

**Reviewed and Approved
as to legal form
Office of General Counsel**