# MEMORANDUM OF AGREEMENT BETWEEN MOTLOW STATE COMMUNITY COLLEGE AND TREVECCA NAZARENE UNIVERSITY FOR ON-SITE BACCALAUREATE DEGREE PROGRAM AT MOTLOW STATE COMMUNITY COLLEGE

THIS AGREEMENT, by and between TREVECCA NAZARENE UNIVERSITY, hercin referred to as TNU, and MOTLOW STATE COMMUNITY COLLEGE, herein referred to as MSCC, is made for the purposes contained below.

## WITNESSETH:

WHEREAS, it is to the mutual benefit of TNU and MSCC for TNU to provide educational experiences for students on the Moore County campus of MSCC; and,

WHEREAS, MSCC agrees to provide adequate classroom facilities and other space required for TNU to provide the agreed upon courses; and,

WHEREAS, both parties agree that TNU will offer, through the School of Graduate and Continuing Studies, herein referred to as SGCS, academic credit courses toward the baccalaureate degree in Management and Leadership, herein referred to as BML and other programs approved by both institutions on a space available basis.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Memorandum of Agreement according to the provisions set out below.

- A. TNU'S Responsibilities: The following duties shall be the specific responsibility of TNU. TNU will:
  - 1. Provide faculty to teach courses identified in the BML Program,
  - 2. Require that the TNU curriculum be followed as outlined in the BML catalog. TNU will be responsible for the academic quality of all TNU courses taught at MSCC.
  - 3. Require that students meet TNU admission requirements for acceptance into the BML Program as outlined in the BML Catalog.

- 4. Register students for courses during the scheduled registration periods. Students will pay tuition and textbook fees based on the rate at the time of entrance into the program.
- 5. Provide MSCC a listing of scheduled courses to allow MSCC to assign each course to a classroom.
- 6. Provide clerical and support personnel necessary to support the BML courses taught at MSCC.
- 7. Provide academic advisement to prospective students and enrolled students accepted into the BML Program.
- 8. Provide reimbursement of all copying and office supplies charges, if any, incurred by TNU's on-site liaison; to be billed annually
- B, MSCC's Responsibilities: The following duties shall be the specific responsibilities of MSCC. MSCC will:
  - 1. Provide information about classroom space available for the BML Program in a timely manner to allow for publication of the BML schedule.
  - 2. Provide access to parking for TNU faculty, staff, and students in accord with MSCC policies and procedures, by accepting TNU parking decals for parking at MSCC.
  - 3. Provide security for TNU faculty and students in accord with MSCC policies and procedures.
  - 4. Provide classrooms equipped to support the BML courses taught at MSCC.
  - 5. ProvideTNU faculty & staff with MSCC network access while teaching in MSCC classrooms.
  - 6. Provide TNU program coordinator with a MSCC email account.
  - 7. Provide library privileges (library cards) and library computer access for TNU students as provided for other non-MSCC student patrons. TNU will provide reserve materials for TNU students' use as well as reference materials not available at MSCC. MSCC students and staff may access the reference materials.
  - 8. Assist TNU in publicizing classes to MSCC employees and graduates.

9. Provide office space and access to telephone and internet on the campus of MSCC.

# Mutual Agreements: The parties shall cooperate to ensure that

- 1. All students must meet graduation requirements set by TNU.
- 2. The Dean of the School of Graduate and Continuing Studies at TNU and the Dean of Career and Technical Programs at MSCC shall be the responsible individuals for the administration of all responsibilities as outlined.

### Note:

The contact person for the TNU shall be Dean Diehl, School of Graduate and Continuing Studies, and the contact person for MSCC shall be Dean of Carcer and Technical Programs.

- C. <u>STANDARD Agreements:</u> The parties further agree that the following shall be essential terms and conditions of this agreement.
  - 1. Each party assures that it will not illegally discriminate against any student or prospective student because of race, religion, creed, color, sex, age, handicap, or national origin.
  - 2. Neither party shall be responsible for personal injury of property damage of loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
  - 3. The delay or failure of performance by either party shall not constitute default under the terms of this memorandum, nor shall it give rise to any claims against either party for damages.
  - 4. The effective date and term of this Memorandum shall be from July 1, 2022 to June 30, 2023, with the option to renew annually.
  - 5. This Memorandum may be modified only by written amendment executed by all parties.
  - 6. This Memorandum shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties and their duly authorized representatives set forth their signatures:

# TREVECCA NAZARENE UNIVERSITY

BY: Dean Viehl	1/13/2023
Dr. Dean Diehl, School of Graduate and Continuing Studies	Date /
BY: Thomas Middendorf, Ed.D., University Provost and Senior Vice President	1/13/23 Date 1
MOTLOW STATE COMMUNITY COLLEGE  BY:  Michael L. Torrence, Ph.D., President  Docusigned by:  BY:  Hove W. Typings  Flora 15 Fychitegs, 42 h.D., TBR Chancellor	Date  2023-02-22   7:04 PM CST  Date
Regine Verdin, EdD EVPAA	1/13/23