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St. Charles Community College/Missouri State University Memorandum of Understanding

Coordinating Board for Higher Education
March 4, 2020

BACKGROUND

The Coordinating Board for Higher Education discharges its responsibility for coordinating, reviewing, and approving proposed new degree programs by the authority given in §§ 173.005 and 173.030, RSMo. The process for reviewing new degree program proposals is codified in administrative rule 6 CSR 10-4.010 Submission of Academic Information, Data and New Programs. While most programs are reviewed at the routine level (program meets requirements for mission, duplication, location, financial and institutional resources), the rule also provides an opportunity for institutions to propose programs outside of these parameters if certain qualifications are met, as part of the comprehensive review process.

CURRENT STATUS

St. Charles Community College/Missouri State University

St. Charles Community College (SCC) is working in partnership with Missouri State University (MSU) to offer a joint Occupational Therapy Assistant Bachelor Degree program. A Memorandum of Understanding outlining the collaboration is attached.

NEXT STEPS

Staff will continue working with St. Charles Community College through the comprehensive review process. An update on SCC's comprehensive review will be provided at a later date.

RECOMMENDATION

Staff recommend the Coordinating Board for Higher Education accept the Memorandum of Understanding between St. Charles Community College and Missouri State University and encourage them to move forward with the second phase of the comprehensive review process.

ATTACHMENT

- St. Charles Community College/Missouri State University Memorandum of Understanding

Memorandum of Understanding

This Memorandum of Understanding (the “Memorandum”) is made on March 4, 2020, by and between St. Charles Community College, 4201 Mid Rivers Mall Drive, Cottleville, MO 63376, (hereinafter referred to as “SCC”) and Missouri State University, 901 S. National Avenue, Springfield, MO 65897, (hereinafter referred to as “MSU”) for the purposes of achieving the various aims and objectives relating to the Missouri State University-St. Charles Community College Joint Degree of Bachelor of Applied Science in Occupational Therapy Assistant (the “Project”).

WHEREAS SCC and MSU desire to enter into an agreement in which SCC and MSU will work together to complete the Project;

AND WHEREAS SCC and MSU are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Missouri State University-St Charles Community College Joint Degree of Bachelor of Applied Science in Occupational Therapy Assistant.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following.

Cooperation

The following reflects expectations of both parties regarding the Project at the commencement of the Memorandum:

- SCC and MSU will work collaboratively to develop and deliver a joint bachelor’s degree;
- The degree will comprise approximately 120 credit hours and adhere to CORE 42 and to the expectations of the accrediting body, ACOTE, and will meet the degree requirements of both institutions;
- The degree will be conferred with a diploma recognizing both institutions;
- ACOTE accreditation will be held by SCC;
- The bulk of the coursework in the degree, including all OTA coursework, will occur at SCC; MSU may provide faculty in person at SCC or online for the delivery of general education course offered by MSU;
- SCC will obtain approval from the Higher Learning Commission for expansion of mission;
- SCC and MSU will work collaboratively to promote the degree;
- SCC will be the lead institution for financial aid purposes.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from March 4, 2020 until March 1, 2023. The term can be extended only by agreement of all of the Partners.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Missouri.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.

- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Missouri State University - St. Charles Community College Joint Degree for Bachelor of Applied Science in Occupational Therapy Assistant:

Signatories

This Agreement shall be signed on behalf of St. Charles Community College by Dr. Barbara R. Kavalier, President of St. Charles Community College, and on behalf of Missouri State University by Dr. Clifton M. Smart III, President of Missouri State University. This Agreement shall be effective as of the date first written above.

St. Charles Community College
By Dr. Barbara R. Kavalier, President, St. Charles Community College

Missouri State University
By Dr. Clifton M Smart III, President, Missouri State University