

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made between Lower Columbia College and Washington State University (WSU) RN to BSN program on the Vancouver campus site as of February 16, 2023 ("Effective Date").

1. RECITALS

1.1. The parties desire to create a concurrent enrollment program ("CEP") in nursing for students accepted into the Lower Columbia College Nursing Program.

1.2. In the CEP, qualified undergraduate students will earn an associate degree in nursing from Lower Columbia College while simultaneously earning a baccalaureate degree in nursing from WSU RN to BSN program on the Vancouver campus site.

THEREFORE, the parties agree to undertake the following obligations and duties pursuant to the terms of this MOU.

2. ROLES AND RESPONSIBILITIES

2.1. Lower Columbia College and Washington State University (WSU) RN to BSN program on the Vancouver campus site will jointly offer a CEP starting Summer 2023 for Lower Columbia College students enrolled in the associated degree nursing program.

2.2. Lower Columbia College and WSU will independently admit qualified students to the CEP each calendar year that this MOU is in operation. Prospective students will need to adhere to the program application and admission dates of both Lower Columbia College and WSU. Admission to the CEP option is contingent upon admission to Lower Columbia College nursing program.

2.3. The Designated Student Support Person ("DSSP") of the Lower Columbia College Nursing Program and WSU will coordinate on the concurrent enrollment policy and transfer of the student records including acceptance and enrollment status in the Lower Columbia College and WSU RN to BSN Nursing Programs based on the identified timeline plan in the Plan of Study (POS), approved by both parties.

2.4. Lower Columbia College will outline the required courses to satisfy the Associate of Arts in Nursing DTA/MRP degree from Lower Columbia College.

WSU College of Nursing will outline the required courses and elective courses to satisfy the Bachelor of Science In Nursing ("BSN") degree from WSU through the RN to BSN program.

The POS details the course sequence for student progression through the CEP. The POS is attached hereto as Exhibit A to this MOU.

2.5. Lower Columbia College and WSU will present details about the CEP in one or more online webinars or in person information sessions with advisors from Lower Columbia College and/or WSU.

2.6. All students accepted into the Lower Columbia College nursing program will receive information and instructions for how to apply for the CEP/WSU RN to BSN program on the Vancouver campus site.

2.7. WSU will evaluate the prospective students according to WSU admission standards and will admit students based on admission criteria and/or space availability.

2.8. Lower Columbia College and WSU each have the final authority related to their respective admission criteria.

### 3. STUDENT QUALIFICATIONS AND RESPONSIBILITIES

3.1. To be eligible to apply for the Lower Columbia College/WSU CEP, prospective students will need to meet the following qualifications and adhere to all the other responsibilities listed in this MOU. Without limitation, prospective students:

3.1.1. Will complete Required Support Courses listed below with a grade of C (2.0) or above and a minimum 2.8 cumulative grade point average. Courses marked with an asterisk ( \* ) may be taken following admission to the nursing program.

3.1.2. Must complete the following pre-requisite courses for the CEP:

Distribution and Included Courses		Credits
<b><i>Communication Skills</i></b>		
ENGL& 101	English Composition I	5
*ENGL& 102 or CMST& 220	English Composition II or Public Speaking	5
<b><i>Quantitative Skills</i></b>		
MATH& 146	Introduction to Statistics	5
<b><i>Humanities</i></b>		
* <u>Humanities Distribution List</u>		5
* <u>Humanities Diversity Distribution List</u>		5
<b><i>Social Sciences</i></b>		
PSYC& 100	General Psychology	5
PSYC& 200	Lifespan Psychology	5
<b><i>Natural Science</i></b>		
CHEM& 121	Introduction to Chemistry	5

Distribution and Included Courses		Credits
BIOL& 160	General Biology with Lab	5
BIOL& 241	Human Anatomy and Physiology I	5
BIOL& 242	Human Anatomy and Physiology II	5
BIOL& 260	Microbiology	5
*NUTR& 101	Nutrition ( <i>must be completed by the end of the first quarter of the nursing program</i> )	5

3.2. Will attend an Information Session to the CEP before being accepted into a CEP.

3.2.1. Will enroll in Lower Columbia College and WSU RN to BSN courses and follow the CEP Plan of Study in sequence.

3.2.2. Will be compliant with clinical compliance requirements of the Lower Columbia College nursing program and WSU RN to BSN program during the POS.

3.3. Students accepted into the CEP, will be responsible for the following:

3.3.1. The base tuition and fees will be as posted on the Lower Columbia College and WSU Vancouver websites.

3.4. In order to complete the CEP, students must:

3.4.1. Remain in good standing with Lower Columbia College and Lower Columbia College Nursing Program. If at any time, this requirement is not met, WSU RN to BSN program designee on the Vancouver campus will be informed, and the student will be suspended from studies until "good standing is re-established at Lower Columbia College. Lower Columbia College has sole and complete discretion to determine whether any student meets the requirements of "good standing".

3.4.2. Be in good standing with both Lower Columbia College and WSU and must fulfill the requirements for graduation from both Lower Columbia College and WSU (ex: no fines owed to either Lower Columbia College or WSU, no behavior issues, etc.). Each party shall have sole and complete discretion to determine whether any student meets the requirements of "good standing".

#### 4. CONCURRENT ENROLLMENT PROGRAM DESCRIPTION

The CEP will be implemented in two phases. Details of each phase are below.

4.2 Concurrent Enrollment Program Phase One. In Phase 1, students will:

- 4.2.1. Complete the pre-requisite courses for the CEP through a United States regionally accredited institution of higher education.
- 4.2.2. Attend an Information Session about the CEP at a designated time.
- 4.2.3. Apply to and be accepted by Lower Columbia and WSU.
- 4.2.4. Apply to and be accepted by WSU RN to BSN program for the CEP.

### 4.3 Concurrent Enrollment Program Phase Two

- 4.3.1. All Lower Columbia College associate degree courses connected to the CEP will be taught at the Lower Columbia College program location.
- 4.3.2. All WSU RN to BSN program courses connected to the CEP will be taught in a mostly online or hybrid format.
- 4.3.3. To earn the AA in Nursing DTA/MRP and BSN degrees:
  - 4.3.3.1. The Plan of Study must be followed.
  - 4.3.3.2. All Lower Columbia College Nursing courses need to be passed with a grade of C (75%) or higher (P – or pass – grade for all clinical courses) and all WSU RN to BSN courses need to be passed with a C (73%) or higher.
  - 4.3.3.3. If the student earns less than a "C" (75% on a Lower Columbia College Nursing course or 73% on a WSU RN to BSN course) or fails a Lower Columbia College Nursing course, the student may not continue in the CEP. The student would be allowed to continue in the Lower Columbia College Nursing program, following handbook policies for repeating/readmission, and could, provided all criteria continued to be met, achieve an AA DTA/MRP degree in nursing.
  - 4.3.3.4. After students in the CEP earn their AA in Nursing DTA/MRP they will be required to take and pass the NCLEX-RN to continue in the RN to BSN courses. RN Students must comply with all the Rules for the Washington Nursing Care Quality Assurance Commission. Students must continue to follow the POS in order to earn their BSN from WSU.
  - 4.3.3.5. Students are charged the cost of 1 credit for the NCLEX transfer fee, which transcribes 32 credits to cover their junior year at WSU.

## 5. TERM AND TERMINATION

5.1. This MOU shall commence on the date noted in the signature blocks of this MOU, implementation commences as of “effective date” and continue for one (1) year with review prior to renewal.

5.2. Either party may terminate this MOU by giving the other party at least 240 days prior written notice. Upon either party's notice to the other of its intention to terminate this MOU, no additional students will be accepted into the Program, but the commitments and obligations of each party hereunder shall continue until all students enrolled in the program complete the CEP, unless they no longer meet the CEP's criteria to continue. Time period for student completion not to exceed two years.

## 6. GENERAL PROVISIONS

6.1. Costs. Except as expressly set forth herein, each party will bear its own costs and expenses incurred in performing its obligations set forth in this MOU.

6.2. This MOU does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party will have any right, power, or authority under this MOU to act as a legal representative of the other party, and neither party will have any power to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever contrary to the provisions of this MOU.

6.3. Assignment. Neither party will assign or transfer any interest in this MOU without the prior written approval of the other party. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this MOU will be binding upon the permitted successors and permitted assigns or other permitted transferees of the parties.

6.4. Severability. If any provision of this MOU will for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law: (a) such provision will be separated from this MOU; (b) such invalidity, illegality, unenforceability, or conflict will not affect any other provision hereof; and (c) this MOU will be interpreted and construed as if such provision, to the extent the same will have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.

6.5. Modification. Any modification or amendment of this MOU will be effective only if made in writing and signed by both parties.

6.6. No Third-Party Beneficiaries. Nothing in this MOU, express or implied, is intended or will be construed to confer upon any person or entity, other than the parties hereto and their respective successors and assigns permitted by this MOU, any right, remedy or claim under or by reason of this MOU.

6.7. Merger and Integration. This MOU contains the entire understanding between the parties concerning the subject matter of this MOU and supersedes any and all prior understandings, agreements, representations, and warranties, express or implied, written, or oral, between the parties concerning the subject matter of this MOU.

6.8. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6.9. Confidentiality. As Lower Columbia College and WSU are public institutions confidentiality is limited to the extent necessary to comply with the provisions of Federal and Washington law.

6.10. Lower Columbia College will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of WSU (the "WSU Marks"), without in each case, the prior written consent of WSU. Lower Columbia College's use of any WSU Marks must comply with WSU's requirements including using the indication of a registered trademark where applicable. The same applies to Lower Columbia College names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks.

6.11. Student Educational Records. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). The parties will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the other party or as otherwise provided by law.

6.12. Counterparts. This MOU may be executed in counterparts, each of which will constitute an original and all of which together will constitute one and the same

agreement. The parties may evidence execution of this Agreement by means of photocopy, facsimile, or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.

6.13 Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

6.14 Hold Harmless. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

Signature: NA K. WM Date: 2/16/23

*Lower Columbia College*

Signature: Jenny Chamber-Taube Date: 2/20/2023

*Washington State University*

## EXHIBIT A

### EXAMPLE PLAN OF STUDY

#### Lower Columbia College-WSU Concurrent Associates & Bachelor's Degree in Nursing Concurrent Enrollment Program (CEP)

Table 1: CEP Plan B: Enroll in 2 courses each summer at WSU

<b>Lower Columbia College (LCC) Spring 2023 Start</b>
Year 1: LCC Spring 2023 Start: 1st Quarter at LCC: 12 credits NUTR& 101: Nutrition (5 credits) NURS 150: Pharmacology for Nursing I (2 credits) <i>Admission to nursing program, concurrent NURS 151*</i> NURS 151: Nursing Concepts in Health & Illness I (3 credits) <i>Admission to nursing program, NURS 090 (with a C or better) or equivalent, WA or OR nursing assistant certification, concurrent NURS 161*</i> NURS 160: Skills in Nursing I (2 credits) <i>Admission to nursing program, concurrent NURS 161*</i> NURS 161: Nursing Practicum I (3 credits) <i>Admission to nursing program, concurrent NURS 151*</i> HUM 150: Ethics & Policy in Healthcare I (1 credit) <i>Admission to nursing program, Concurrent NURS 151 or Nursing Program Director permission*</i>
<b>Summer 22 at WSU 3 credits</b> <b>NURS 360 Contemporary Nursing (3cr.)</b> <b>Upper Division Elective (3 credit)</b>
Year 1: 2nd Quarter Fall 22 at LCC: 12 Credits ENGL& 102: Composition II or CMST& 220: Public Speaking (5 credits) <i>ENGL&amp; 101 with C or better*</i> NURS 152: Nursing Concepts in Health & Illness II (5 credits) NURS 151 with a C or better, concurrent NURS 162 NURS 162: Nursing Practicum II (5 credits) <i>NURS 160, 161 with grade of "pass", concurrent NURS 152*</i> HUM 250: Ethics & Policy in Healthcare II (2 credits) <i>HUM 150 with a C or better, concurrent NURS 152 or Nursing Program Director permission*</i>
Year 1. 3rd Quarter Winter 23 at LCC. 12 Credits Choose one Humanities (HUM) course from the distribution list (5 credits) NURS 153: Nursing Concepts in Health & Illness III (5 credits) NURS 163: Nursing Practicum III (5 credits)

<b>Lower Columbia College (LCC) Spring 2023 Start</b>
PSYC 150: Psychosocial Issues in Nursing I (2 credits)
Year 2: 4th Quarter Spring 23 at LCC: 11 Credits NURS 250: Pharmacology in Nursing II (1 credits) NURS 251: Nursing Concepts in Health & Illness IV (4 credits) NURS 261: Nursing Practicum IV (5 credits) Choose one Humanities - Diversity (HUM:DIV) course from the distribution list (5 credits)
<b>Summer 23 at WSU 3 credits</b> NURS 400 Nursing Research & EB Practice (3cr) NURS 413 Informatics in Healthcare (3cr)
Year 2: 5th Quarter Fall 23 at LCC: 11 Credits NURS 252: Nursing Concepts in Health & Illness V (5 credits) NURS 262: Nursing Practicum V (5 credits) PSYC 250: Psychosocial Issues in Health Care II (3 credits)
Year 2: 6th Quarter Winter 24 at LCC: 12 Credits NURS 253: Nursing Concepts in Health & Illness VI (5 credits) NURS 263: Nursing Practicum VI (5 credits) HUM 251: Ethics and Policy in Healthcare III (2 credits)
<b>Awarded AA in Nursing DTA/MRP</b> <b>Take NCLEX</b>
<b>Continue RN-BSN at WSU (can finish in 7 months)</b> <b>Summer 24 Semester WSU: 6 credits</b> NURS 406 Nursing Management of the Healthcare Environment (3 cr) NURS 440 Population Health Theory (3 cr)
<b>Fall 24 semester WSU: 12 credits</b> NURS 405 Nursing Leadership (3cr) NURS 463 Coordination of Care Across Complex Populations (3 cr) NURS 465 Application of Population Health Principles (3 cr) 60 practice hours NURS 495 Advanced Practicum (3 cr) 40 practice hours Finish at WSU with BSN