

**College of Nursing  
Michigan State University  
and  
Muskegon Community College**

## **I. Introduction**

The Michigan State University (MSU) College of Nursing (CON) and Muskegon Community College (MCC) (collectively, the “Parties”) agree that students enrolled in the MCC Associate Degree in Nursing (ADN) program are eligible to apply for transfer admission to the MSU online Bachelor of Science in Nursing program for Registered Nurses (RN-BSN). Students admitted to MSU and the RN-BSN program will be concurrently admitted to MCC’s ADN and MSU’s RN-BSN program, per the provisions outlined in this Agreement.

## **II. Admissions**

### **A. Admission Requirements to MSU**

MCC ADN students are eligible to apply for transfer admission to the MSU RN-BSN program per the requirements outlined below:

- i. Students apply to the baccalaureate program using the MSU Office of Admissions application form and apply to the RN-BSN program by completing the College of Nursing’s supplemental application. It is recommended that students apply during the first semester they are enrolled in the MCC ADN program.
- ii. Students must have a cumulative grade point average of 2.75 or higher and earn a 2.00 or higher in each of the program prerequisite courses or its equivalent. The most qualified candidates will be selected from the pool of candidates meeting the minimum criteria.
- iii. Students must complete the equivalent of MSU’s transfer admissions writing requirement.
- iv. Students must complete the equivalent of MSU’s transfer mathematics requirement.

Additional information regarding transfer admission to MSU is available in the Transfer Student Admissions statement in the Undergraduate Education section of the MSU Academic Programs catalog.

### **B. Enrollment Status**

MCC students admitted to the MSU RN-BSN program will enroll in sessions at MSU while simultaneously completing the MCC ADN program. Students will be required to register and pay fees at each respective institution when concurrently enrolled.

Students will be eligible to continue enrollment in the MSU RN-BSN program upon graduation from the MCC ADN program and successful completion of all other MSU RN-BSN program prerequisites including, but not limited to, a cumulative grade point average of 2.75 or higher at graduation from the MCC ADN program, a grade of 2.0 or higher in each program prerequisite course, possession of an active, unrestricted RN license, background check, and drug screen.

### **III. Student Access**

#### **A. Access to MSU and MCC Facilities**

MSU students who are admitted to the MSU RN-BSN program and who are enrolled at MSU will be granted those privileges and accesses provided to all enrolled MSU students including, but not limited to, housing, commuter parking, libraries, student organizations, athletic facilities and tickets, etc. Student will be eligible for MCC student privileges when enrolled at MCC. Student will be expected to abide by the rules, regulations, and codes of conduct of both institutions.

Students will be required, as a condition of admissions to the RN-BSN program, to agree that their educational records as defined by the Family Educational Rights and Privacy Act and its implementing regulations may be disclosed by MSU and MCC to each other.

#### **B. Financial Aid**

During the sessions of concurrent enrollment in the MSU RN-BSN and MCC ADN programs, MSU will assume the responsibility for processing, awarding, and disbursing financial aid, to the extent that students are eligible at MSU for financial assistance, as a part of the broad consortium commitment of this Agreement. MSU will also assume responsibility for monitoring student eligibility, monitoring satisfactory academic progress, refund/repay calculations, record retention and reporting including the National Student Loan Data System and FISAP. Financial Aid refunds received by students through MSU may be used to help cover the costs of tuition and fees for coursework at MCC during summer sessions. MSU will notify MCC of any concurrently enrolled students receiving financial aid through this Agreement so that they will not be dropped for non-payment prior to the start of the summer session and so that MCC may provide MSU with information about the number of MCC credit hours in which students are enrolled and about enrollment changes, including drops and withdrawals, and grades received for enrolled courses at the end of the summer sessions.

During all other terms of enrollment in the MCC ADN program, MCC will be responsible for processing, awarding, and disbursing financial aid to the ADN students. Once students graduate from the MCC ADN program, MSU will process, award, and disburse financial aid to students enrolled in the MSU RN-BSN program.

### **IV. Student Performance and Degree Options**

#### A. Academic Performance

Students enrolled in the MCC ADN courses are required to comply with the academic standards of MCC. Students enrolled in MSU RN-BSN courses are required to comply with the academic standards of MSU and the academic standards of the MSU College of Nursing's RN-BSN program. Any student whose academic record does not meet the academic requirements to remain in good standing is subject to appropriate academic action at the respective institution.

#### B. Degree Options

Students concurrently admitted to the MCC ADN program and the MSU RN-BSN program will work toward completion of the MCC ADN program. Upon graduation for the ADN program and successful completion of all other MSU RN-BSN program prerequisites, students will continue work toward completion of the MSU RN-BSN program. A maximum of 60 semester credits may be transfer from MCC to MSU for students who have never matriculated to MSU. A maximum of 56 semester credits may be transfer from MCC to MSU for those students who have previously matriculated to MSU. An additional 30 semester credits will be granted by MSU for the successful completion of the RN licensure exam. Students will complete 26 credits as part of the MSU RN-BSN program. A minimum of 30 credits are required at MSU to meet the University's residency requirement and 120 overall credits are required to graduate from MSU. Information regarding MSU graduation Requirements for a Bachelor's Degree statement in the Undergraduate Education section of the MSU Academic Programs catalog.

### **V. Policies and Legal Indemnities**

#### A. Program Revisions

Both MSU and MCC agree to notify each other promptly of revisions to the respective programs and changes in accreditation status.

#### B. Indemnification

Each Party assumes responsibility for any claims, actions, causes of action, costs, expenses, and losses (including attorneys' fees) resulting from or caused by its acts or omissions or the acts or omissions of its employees pursuant to this Agreement

#### C. Nondiscrimination

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender, age, height, weight, marital or familial status, ethnicity, religion, national origin, disability, or other legally protected characteristics.

#### D. General Terms

This Agreement constitutes the entire understanding between the Parties, and supersedes all prior agreements, understandings, proposals, and/or discussions, whether written or oral, between the Parties on this subject matter. Any changes to the Agreement must be in writing and signed by both MCC and MSU. There are not third-party beneficiaries to the Agreement.

#### E. Review and Termination

The term of this agreement shall be three years from the last date of the signatures of both Parties and shall be automatically renewed unless either Party gives at least 90 days' written notice of its intention not to renew. The agreement may otherwise be terminated by either Party with a minimum of 180 days written notice. Students enrolled in the MCC ADN program and admitted to the MSU RN-BSN program at termination or non-renewal of this Agreement will have the opportunity to complete the MSU RN-BSN program within four years of their admission.

#### F. Contacts

Primary contacts for this agreement are:

For Michigan State University

For Muskegon Community College

Michael Zaborowski  
Director of Student Affairs  
College of Nursing  
Bott Building for Nursing Ed. & Research  
1355 Bogue St., Room C120  
East Lansing, MI 48824  
517-353-4827 (Phone)  
517-432-8251 (Fax)  
zaborow3@msu.edu (Email)

## VI. Insurance

Each Party shall obtain and maintain for the life of this agreement insurance of the types and in the amounts described below:

**Commercial General Liability Insurance or other Risk Financing** reasonably acceptable to the other Party. Such insurance/risk financing shall have a limit of not less than \$1,000,000 per occurrence. If such insurance/risk financing contains a general aggregate limit, it shall be at least twice the occurrence limit. Risk financing shall be on an occurrence form and shall cover liability arising from premises, operations, and the tort liability.

**Workers Compensation Insurance.** Each Party shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall be not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 for each employee for bodily injury by disease.

**Evidence of Risk Financing.** When reasonably requested, either Party may request of the other, and the other Party shall furnish, evidence of insurance/risk financing showing compliance with the insurance/risk financing requirements set forth above. Failure of either Party to demand such proof or other evidence of full compliance with these risk financing requirements or failure of either Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the other Party's obligation to maintain such insurance/risk financing. Failure to maintain the required insurance/risk financing may result in termination of this Agreement at the other Party's option.

**No Representation of Coverage Adequacy.** By requiring insurance herein, neither Party represents that coverage and limits will necessarily be adequate to protect the other Party, and such coverage and limits shall not be deemed as a limitation on either Party's liability under this Agreement.

## **VII. Other Provisions**

### **A. Compliance**

Each Party shall be solely responsible for ensuring its own compliance with federal, state, and local laws, rules, and regulations.

### **B. Applicable Law**

This Agreement will be governed by the laws of the State of Michigan, without regard to its choice of laws or conflict of law provisions. All disputes under this Agreement shall be resolved in the federal and state courts of the State of Michigan, and the Parties to this Agreement hereby consent to the jurisdiction of the federal and state courts of the State of Michigan.

### **C. Notice**

Notices required under this Agreement shall be in writing and shall be sent registered mail or certified mail, return receipt requested. Such notices shall be addressed to the Parties at the addresses set forth in paragraph V. F. above, or at such other address as may be specified by either Party.

### **D. No Partnership**

The Parties agree that neither Party is an employee of the other, and that both Parties are separate legal entities. Both Parties agree that the services and obligations under this Agreement do not create a Partnership, as that term is defined by Michigan business entity law, and that neither Party has any right to bind the other Party hereto any obligation(s) or indebtedness. The Parties also agree that the employees and students of MCC are not employees, agents, and/or representative of MSU, and that the employees and students of MSU are not employees, agents, and/or representatives of MCC. Each Party will be responsible for all employment rights and benefits of their own employees(s), including without limitation: (i) federal, state, and local income and employment taxes and social security contributions; (ii) workers' compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (iii) insurance.

E. Assignment

The Parties may not assign or subcontract any rights or obligations under this Agreement.

F. Dispute Resolution

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees (other than attorney fees, which shall be paid by the Party incurring them) associated with the mediation shall be shared equally by the Parties.

G. Severability and Waiver

If any provision, term, or clause of this Agreement is found to be invalid or unenforceable by any court of law, such invalidity or unenforceability shall not affect the validity of all other provisions, terms, or clauses in the Agreement. The failure of either Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions, nor affect any rights to enforce any provisions of the Agreement in the future.

H. Force Majeure

Neither Party shall be liable for any loss or delay resulting from any event which is beyond reasonable control, including without limitation, acts of God, flood, fire, natural disaster, war or military hostilities, or labor stoppage, provided that the Party claiming force majeure promptly notifies the other Party as soon as such event occurs.

I. Construction without regard to Draftsmanship

This Agreement has been negotiated at the arm's length and carefully reviewed by both Parties, and should not be construed against any Party with regard to draftsmanship.

J. Headings

The paragraph headings used in this Agreement are for convenience only and shall not be used in any way to interpret, construe, or govern this Agreement.

K. Counterparts

The Agreement may be executed in two or more counterparts, and all counterparts thus executed shall constitute one binding agreement.

Signing for Michigan State University:



4/19/21

Date

Randolph F. R. Rasch, PhD, RN, FNP, FAANP  
Dean, College of Nursing



4/26/2021

Date

Teresa Kaye Woodruff, PhD, DSc, DSc  
Provost and Executive Vice President for  
Academic Affairs

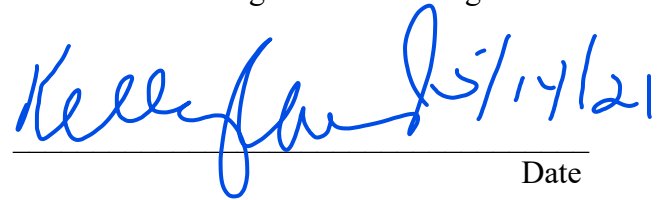
Signing for Muskegon Community College:



5/11/21

Date

Chris Patterson, MSN, RN, CNE  
Director of Nursing and Health Programs



Date

Kelley Conrad, PhD  
Vice President for Academic Affairs