Memorandum of Understanding between The Board of Trustees of the Nebraska State Colleges doing business as Peru State College and Highland Community College

This Memorandum of Understanding (MOU) is designed to facilitate the transfer of degrees and credits between THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES doing business as PERU STATE COLLEGE (PSC) and HIGHLAND COMMUNITY COLLEGE (HCC), collectively (Parties).

This MOU sets forth the entire agreement of the Parties and supersedes all previous agreements, prior negotiations, discussions and proposals.

PSC and HCC have reached an agreement on the following areas of cooperation, pertaining to the application process for and transfer of students from HCC to PSC:

- 1. Total credit hours required for a Bachelor of Science or Bachelor of Arts degree from PSC is 120 credit hours. The 120 credit hours will include general studies (40 credit hours), major requirements and general electives. A minimum of 40 credit hours of upper-level course work (300 level or above) must be completed for graduation and 30 credits must be taken from PSC, including 24 of the last 30. Equivalent courses from HCC that count for upper division PSC courses are not counted towards the upper division credit requirement.
 - a. Students fully graduated from HCC with the Associate in Arts or Associate in Science degree will have fully met PSC's General Studies requirements without the completion of further coursework in the General Studies area. Students will be required to complete all specific program requirements for the chosen area of study.
 - b. Students fully graduated from HCC with the Associate in Applied Science or Associate in General Studies degree will be required to fulfill the General Studies requirements from PSC for the BS degree as well as all specific program requirements for the chosen area of study.
- 2. Students from each HCC program are eligible for transfer to the Bachelor of Applied Science in Management (BAS) program at PSC. Without an AA or AS degree, thirty (30) semester hours of General Studies are required which may be met through transfer of HCC coursework. A minimum of one course must be selected from each of the five General Studies topic areas. A minimum cumulative grade point average of 2.0 (4.0 scale) is required for all coursework completed at PSC. To fulfill graduation requirements, 20 of the 120 hours must be in upper division classes; and grades lower than "C-" will not satisfy core requirements. In addition to General Studies requirements, students would also need to complete the requirements for the BAS degree.

- 3. Students, including those without an Associate degree, will receive transfer credit for all college-level courses completed at HCC with a grade of "C-" or higher. Credit from other accredited institutions and standardized tests may also be considered for transfer credit. All PSC grade point average computations involve only courses taken for credit at PSC. PSC will allow no more than 66 semester hours of transfer credit from HCC.
- 4. HCC and PSC will update courses regularly in the Transfer Equivalency System in order to promote the timely communication of program changes to students.
- 5. Students may earn a minor in a number of subjects by completing 18-21 hours of specified coursework. At least nine of the hours must be earned at PSC. In the event that a student transfers in enough minor course credit hours that fewer than 9 credits are remaining, the appropriate Dean will endeavor to allow course substitutions so that the student may complete 9 credit hours to count toward the minor credential.
- 6. Students transferring into PSC must meet PSC's admission standards.
- 7. Students enrolled in online courses at PSC pay the online rate, which is inclusive of tuition and fees. Undergraduate, non-resident students living on campus are eligible for the "One Rate Any State" tuition rate (plus all applicable fees). The One-Rate Any State tuition rate is one dollar (\$1.00) above the undergraduate, resident rate. In addition, each student who matriculates to the College for the first time shall pay a matriculation fee. Rates are those currently in effect at the time a student takes a course and current tuition and fee information is available at the PSC website and Business Office.
- 8. PSC staff will be available to assist HCC students with appropriate academic advising related to the student's intended plan of study while at HCC.
- 9. Upon request of the student, PSC will provide transcripts to HCC of work completed at PSC so that eligible students may complete reverse transfer requirements at HCC, if desired, in accordance with FERPA.
- 10. HCC students will be eligible for transfer scholarships at PSC.
- 11. Transfer students from HCC are eligible to be on the PSC Dean's list each semester by completing a minimum of 12 PSC semester-graded hours with a minimum grade point average of 3.5 or above.
- 12. Transfer students from HCC must earn a minimum of 54 PSC semester credit hours in order to be eligible to graduate with Honors.
- 13. This MOU shall be effective June 18, 2019 and expire July 31, 2023, unless terminated earlier by either party upon 90 days' written notice to the other party. The MOU can be extended by an amendment signed by both parties.

- 14. Amendment. This MOU may be amended at any time by the written agreement of both Parties. Any amendments to this MOU shall be in writing and approved in the same manner as was used to approve this MOU.
- 15. Indemnification. To the maximum extent permitted by law, each Party agrees to indemnify and defend the other Party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification under this Section shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either Party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.
- 16. Both parties affirm that they will comply with the Family Educational Rights and Privacy Act (FERPA) for sharing student information.
- 17. The designated MOU are:

Dr. Tim Borchers Vice President for Academic Affairs Peru State College 600 Hoyt Street, Peru, NE 68421 (402) 872-2222, tborchers@peru.edu

Dr. Erin Shaw Vice President for Academic Affairs Highland Community College 606 W Main, Highland, KS 66035 (785) 442-6012, eshaw@highlandcc.edu In WTINESS WHEREOF, this MOU has been executed on behalf of PSC and HCC.

PERU STATE COLLEGE	HIGHLAND COMMUNITY COLLEGE
By: Paul Tam Paul Turman, Chancellor Nebraska State Colleges	By: Dunck Rouf David Reist, President Highland Community College
Date: 6-18-19	Date: 5/28/2019
By: Harron Dan Hanson, President Peru State College	
Date: 6/18/19	