

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONCORD UNIVERSITY
ATHENS, WEST VIRGINIA, UNITED STATES OF AMERICA
AND
BLUE RIDGE COMMUNITY AND TECHNICAL COLLEGE
MARTINSBURG, WEST VIRGINIA, UNITED STATES OF AMERICA

This Memorandum of Understanding ("MOU") is made and entered into as of the _____ day of December, 2023 ("Effective Date"), by and between **Concord University** ("Concord") and **Blue Ridge Community and Technical College** ("BRCTC"), sometimes collectively referred to as "Parties" or individually as "Party," in regard to their collaboration for the promotion of nursing education as hereinafter set forth.

WHEREAS, Concord provides an accredited Bachelor of Science in Nursing Degree (BSN), which includes an online RN to BSN Program for Registered Nurses with an Associate Degree in Nursing (ADN), and

WHEREAS, BRCTC provides an ADN Program, which produces potentially eligible candidates for Concord's BSN Program, and,

WHEREAS, the contracting parties are desirous of collaborating to promote and provide nursing education for the nursing professionals that service the surrounding communities.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

I. PURPOSE

This MOU will establish terms for offering qualified and eligible students in the ADN program at BRCTC priority admission to the Online RN to BSN Program at Concord during the undergraduate program application process.

II. RELATIONSHIP BETWEEN THE PARTIES

- A. This is a voluntary collaboration intended to promote nursing education between BRCTC and Concord.
- B. This MOU shall relate only to the promotion of the Online RN to BSN program, faculty and administrative staff, academic materials, and other scholarly activities. Nothing

herein shall be deemed to confer any right to impose any obligation or restriction on any party with respect to any other agreement, proposal or funding activity.

- C. The relationship created between Concord and BRCTC shall be that of two (2) independently contracting parties and shall not be considered a partnership, joint venture, or any other form of joint enterprise. There shall be no third-party beneficiary rights created by this MOU in any person or entity, specifically including, but not limited to, both institution's students.
- D. This MOU shall be effective from the execution date for a term of three (3) years, with the option to renew upon mutual written consent by the parties for five (5) successive one (1) year periods.
- E. Either party may terminate this MOU by written notice 30 days in advance of the effective date of the termination.
- F. Supplemental Agreements under this MOU shall be negotiated and decided separately. No alteration or modification of this MOU shall be valid unless made by an instrument in writing, signed by authorized representatives of BRCTC and Concord. No such alteration or modification shall be construed to alter or amend any provisions of this MOU unless expressly so stated in such written instrument.
- G. Should either Party terminate this agreement prior to the completion of the academic year, all BRCTC students enrolled in Concord's Online RN to BSN program may continue their education as it would have concluded absent the termination.

III. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

- A. Each University will make an effort to promote and develop cooperation in the following activities, upon the principles of equality and reciprocity:
 - 1. Ensuring nursing programs remain accredited through the West Virginia Board of Nursing and/or a national accrediting agency.
 - 2. Develop admissions procedure for transition from the ADN to the BSN level.
 - 3. Timely submission of required documentation and information ensuring proper management of the programs.
 - 4. Development of mutually beneficial marketing materials.
- B. Unless otherwise stated in writing and mutually agreed upon by the parties:
 - 1. Concord's Responsibilities and obligations are as follows:

- a. Concord will offer an agreed number of slots for admission to the Online RN to BSN program annually / per semester for qualified BRCTC students;
- b. Students must meet Concord Nursing admission criteria for acceptance into the Online RN to BSN program as outlined in Appendix A;
- c. Concord will meet with BRCTC students interested in the program at least once per year;
- d. Concord will provide targeted marketing materials for the program;
- e. Concord will waive any application fees to their Online RN to BSN program if applicable.

2. Blue Ridge Community and Technical College Responsibilities and Obligations:

- a. BRCTC will promote Concord's Online RN to BSN program to their ADN graduates as an option for continuing nursing education.

IV. NOTICES

Notice required to be provided under this MOU shall be in writing and shall be deemed to have been duly given if either personally served, mailed certified, return receipt requested, or via e-mail to the following, or such other addresses as the parties identify by notice:

To Concord University:

Michele Holt, DNP, RN, Director of Nursing
PO Box 1000, Campus Box F-30
Athens, WV 24712-1000
Phone: 304-384-5108
Email: mholt@concord.edu

To Blue Ridge Community and Technical College:

Blythe Burner, MSN, RN, CNE
Assistant Dean of Nursing
13650 Apple Harvest Drive
Martinsburg, WV 25403
Phone: 304-260-4380 ext. 2367
Email: bburner@blueridgectc.edu

V. ASSIGNMENT OF RIGHTS, DUTIES, OR OBLIGATIONS.

The rights, duties, and obligations of this MOU shall not be assigned or transferred by either party without the express written consent of the other party.

This MOU is non-exclusive. The parties shall have the right to enter into similar agreements with other institutions at any time.

VI. MISCELLANEOUS.

This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. A telecopy, facsimile, scanned copy (i.e., pdf or jpeg format), or other similar reproduction of a signature, including an electronic signature, of this Agreement shall have the same effect as an original.

Appendix A

Concord University Online Registered Nurse to Bachelor of Science in Nursing Program admission criteria:

- 1) Applicants must have at least a 2.5 overall GPA.*
- 2) Applicants must have an Associates Degree in Nursing.
- 3) Applicants must have an RN license from the state board of nursing from the state in which they reside.

*Students must maintain a 3.0 GPA while in the Online RN to BSN program at Concord to remain in the program.