

College Partnership RN to BSN Transfer Agreement

Fall 2020

Agreement

Between

Bunker Hill Community College

And

University of Massachusetts Boston

Associate in Science in Nursing to Bachelor of Science in Nursing

This RN to BS Bachelor Degree Program in Nursing (the "Agreement") is made, entered into and effective on Fall 2020, by and between BUNKER HILL COMMUNITY COLLEGE located at 250 New Rutherford Avenue, Boston, Massachusetts, 02129, and the UNIVERSITY OF MASSACHUSETTS BOSTON, through its College of Nursing & Health Sciences (CNHS) located at 100 Morrissey Blvd. Boston, Massachusetts 02125, ("University") individually a "Party," collectively, the "Parties."

WHEREAS, Bunker Hill and University are fully licensed and accredited institutions of higher learning;

WHEREAS, Bunker Hill and University offer high quality, attractive and competitively priced educational programs that are in significant demand throughout Boston;

WHEREAS, Bunker Hill and University desire to enter into an affiliation wherein students of Bunker Hill enrolled in Bunker Hill's associate degree nursing program may be allowed to obtain a Bachelor of Science in Nursing from the University of Massachusetts Boston; and

WHEREAS, University has the capacity and the desire to provide its RN to BS Bachelor Degree Program in Nursing ("Program") for Bunker Hill students in need of a quality, convenient and affordable bachelor degree in nursing.

NOW THEREFORE, in consideration of the mutual provisions and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

PURPOSE

The purpose of this Agreement is to facilitate the admission of Bunker Hill students who satisfactorily complete an associate degree in nursing at Bunker Hill into the Program at the University. The Program offers qualified students the ability to streamline the application process by eliminating the application fee and application essay requirement and establishes a clear pathway from ADN to the baccalaureate completion. The Agreement will allow Bunker Hill to attract students to the associate degree in nursing program who are interested in baccalaureate completion as well as support enrollments in the University's RN to BS program.

This Agreement governs the matriculation of Bunker Hill students who have satisfactorily completed Bunker Hill's Associate in Science in Nursing program into the University of Massachusetts Boston Program.

TERMS AND CONDITIONS

During the Term of this Agreement University agrees:

1. To accept Bunker Hill students into the University Program who have successfully completed the Bunker Hill Associate in Science in Nursing program and have met the requirements set for in this Agreement and the requirements of the University Program.
2. To accept the education credits earned as part of the Bunker Hill Associate in Science in Nursing program, which meet the requirements of the Program and apply said credits toward the Program.

3. Provide appropriate registration, financial aid and academic advisement services.
4. Cooperate with Bunker Hill through onsite and remote academic advising to inform Bunker Hill students about:
 - i. University academic program requirements
 - ii. University admission requirements and processes
 - iii. Prerequisite requirements
 - iv. Transfer credit evaluations and University acceptance
 - v. Tuition and fees

B. Bunker Hill Responsibilities. During the Term of this Agreement Bunker Hill agrees to:

1. Provide necessary support to assist University with regular course/credit equivalency assessment, course syllabi review and course transferability determinations.
2. Cooperate with University to facilitate students' transfer from the Bunker Hill Associate in Science in Nursing program to the University's Program.
3. Cooperate with University by allowing the UMass Boston Transfer Advisor to visit with the Nursing Program to inform Bunker Hill students about:
 - i. University academic program requirements
 - ii. State mandated degree requirements
 - iii. University admission requirements and processes
 - iv. Prerequisite requirements
 - v. Tuition and fees

DEGREE PROGRAM - BACHELOR OF SCIENCE IN NURSING

University shall offer, when included with mutually appropriate Bunker Hill associate degree courses in nursing, a complete and comprehensive Bachelor of Science in Nursing. The requirements a student must fulfill to receive a Bachelor of Science in Nursing from the University of Massachusetts Boston are outlined in the Program Curriculum Maps ("Programs of Study") for the RN to BS program, which is attached to and incorporated into this Agreement by reference as Attachment A. Upon successful completion of the approved Program, the Bachelor's degree received will be that of the University of Massachusetts Boston.

A. Program Eligibility.

1. Participant accepted for enrollment in the Associate in Science in Nursing program at Bunker Hill to be considered for the Program.
2. Participant must successfully complete the Associate in Science in Nursing program requirements at Bunker Hill.
3. Participant must be in good academic standing.
4. Participant must be in compliance with Bunker Hill's Code of Student Conduct at the time of enrollment in the Program.

5. Participant, at the time of accepted enrollment in Bunker Hill's Associate in Science in Nursing program must complete a Student Authorization for Temporary Release of [information form ("Authorization") to allow Bunker Hill to disclose directory student information to University to determine eligibility for enrollment in the Program.
6. Participant will enroll in the first course of the Program within one year of completion of the Associate in Science in Nursing program at Bunker Hill.

B. Minimum Requirements Prior to Admission into the Program.

1. Participant must have successfully completed all nursing courses and graduated with an Associate in Science degree in Nursing at Bunker Hill.
2. Participant must be in good academic standing.
3. Participant must successfully pass the NCLEX-RN and be licensed as a Registered Nurse in the Commonwealth of Massachusetts.

C. Bunker Hill Oversight Responsibilities.

Bunker Hill will be responsible for informing BHCC Nursing Students about the transfer agreement during Bunker Hill Nursing orientation.

Each interested applicant will be asked to sign a FERPA release form. Additionally, Bunker Hill will be responsible for sharing individual directory information of students who express an interest in UMB's Nursing Program and related materials with the University if the FERPA release is signed. Bunker Hill shall provide University with a list of all students who may be eligible to participate in the Program upon the completion of each academic year; and shall continually update the list. When the individual is approved for the Program, the University will be responsible for communicating directly with applicants throughout their Associate in Science in Nursing program at Bunker Hill and providing information about next steps and matriculation into the Program.

Bunker Hill and University agree to inform each other regarding any changes to curriculum, admission requirements, admission deadlines, and the mailing or emailing of acceptance letters.

D. Curriculum

1. The University's Program in accordance with the Program of Study identified in Attachment A. Bunker Hill students will be required to fulfill the requirements of the Program consistent with this Agreement and University requirements, after successful completion of Bunker Hill's Associate in Science in Nursing program as provided under this Agreement and consistent with Bunker Hill's requirements.
2. The Parties agree to use reasonable efforts to preserve and extend the quality of their educational programs; provide faculty credentials, program standards (including library resources) and content of academic courses shall, in all respects, be in compliance with the academic standards, policies and practices of the University's and Bunker Hill's respective accrediting agencies having jurisdiction.

3. A collaborative review of the Program of Study will be conducted on an annual basis to ensure the academic integrity of both institutions.

E. Faculty and Instruction

The University and Bunker Hill shall be responsible for the selection and employment of their respective faculty and staff members, provided however, that all faculty and staff performing services under this Agreement shall conform to the applicable standards of each institution's respective accrediting bodies, regional and national, provided further that all faculty and staff assignments shall be made in accordance with applicable provisions of the academic personnel policies and collective bargaining agreements of the respective institutions, if such apply; and provided however, that nothing contained in this Agreement shall place at risk the respective licensure and accreditation of either the University or Bunker Hill.

Onsite Administrator.

Please reference the Memorandum of Understanding, signed April 15, 2020, which outlines the agreement of the current onsite administrator and is incorporated herein and attached hereto. To ensure the adequate and timely delivery of services University shall delegate one experienced educational administrator/academic advisor to provide onsite academic advising, admissions and marketing recruiting onsite for the University Program.

Bunker Hill shall delegate a similarly qualified educational administrator/academic advisor to serve as the primary contact for the administration and implementation of this Agreement. Assignment of duties and compensation for these positions shall be the responsibility of the respective institutions, i.e., Bunker Hill and the University. The University's educational administrator shall:

- i. Be its primary liaison with Bunker Hill's Office of Advanced Studies, serving as the contact official for administrative questions, class schedules, class lists, registration information, public relations, etc.
- ii. Provide the Office of Advanced Studies with preliminary class lists at the start of each semester and final class lists following the end of the Drop/Add Period. Preliminary class lists may be used for library and computer laboratory identification, and final class lists shall be used for billing purposes.
- iii. Provide the Office of Advanced Studies with the names, mailing addresses, e-mail addresses and telephone numbers of all faculty scheduled to teach in the Program prior to the start of each semester. This information will be used to confirm requests for faculty support, serve as the initial contact in the event the campus is closed for any reason, and will not be otherwise published or disseminated; and
- iv. Bunker Hill shall provide the University with reasonable and adequate office and storage space on its main campus, as outlined in the Memorandum of Understanding signed April 15, 2020.

Published Materials

- A. All published materials including, without limitation, any and all reports, outlines, manuals, pamphlets, brochures and other documents prepared by Bunker Hill shall remain the property Bunker Hill, and all such materials prepared by the University shall remain the property of the University. Any materials, which have been copyrighted previously and are used by the parties in the performance of this Agreement, shall not

lose copyright status by being so used. This section is not applicable to any other materials prepared hereunder.

- B. All brochures and marketing materials ("Marketing Materials") for this Program shall be developed and mutually agreed upon by both the University and Bunker Hill. Bunker Hill and the University shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any and all Marketing Materials prepared under this Agreement.

Health and Accident Insurance

Both the University and Bunker Hill respectively shall make appropriate provisions for mandatory health insurance and services for their respective students in accordance with the individual institution's compliance with M.G.L. ch. ISA, S. 18.

Joint Responsibilities of University and Bunker Hill Community College

The parties shall jointly undertake the design and implementation of the following affiliation activities during the period of this Agreement:

- A. The Parties shall explore academic networking opportunities for faculty, staff and student advisors to promote thorough understanding of the educational programs offered by the two institutions and the respective campus cultures.
- B. The Parties may develop faculty workshops focused on establishing common understandings of the nature of the institutions' complementary missions and visions for the future, the enrichment lent by each to the other through proximity of programs and services, and the educational roles of the institutions as partners in a strong educational affiliation with each other, business and industry, the general public community, joint teaching and research, professional development, shared supervision of internship and practicum, delivery of academic programs, evaluation and outcomes assessment and accreditation.
- C. The Parties acknowledge and understand that any separate corporate existence and organization of the parties shall continue unaltered and unamended by this Agreement.
- D. The Parties shall fully cooperate on all mutually agreed-upon programs, services and activities in accordance with the standards, policies, and practices of licensing and accrediting agencies, provided that the curriculum and courses of study and methods of instruction shall be conveyed in a timely fashion to participating institutions for approval.

Compliance with the Law

The Parties shall comply with applicable provisions of federal, state and local law in the performance of their obligations under this Agreement.

TERM, TERMINATION AND TEACH-OUT

The term of this Agreement shall commence Fall 2020 and shall terminate on December 30, 2022 ("Completion Date"), unless otherwise terminated in accordance with this Agreement.

A. **Without Cause.** This Agreement may be terminated without cause by either Party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

B. **With Cause.** If either Party breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Agreement, the non-breaching Party may terminate this Agreement by giving written notice to the alleged breaching Party stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the non-breaching Party may state a period during which the alleged breach may be cured by the breaching Party, not to exceed fifteen (15) days, which cure shall be subject to approval by the non-breaching Party. In the event of a breach, the breaching Party may be subject to any and all applicable contract rights and remedies available to the non-breaching Party. Applicable statutory or regulatory penalties may also be imposed.

C. **Teach-Out upon Termination.** Notwithstanding Sections A and B above, if this Agreement is terminated while students are participating in the Program, the Parties shall use their best efforts to delay the effective date of termination and shall agree that all rights and privileges provided under this Transfer Agreement to currently-enrolled students in the Program shall continue until the students have completed the Program.

SOLE AGREEMENT, AMENDMENTS, AND COMMONWEALTH OF MASSACHUSETTS LAW

This Agreement and any attachment incorporated herein constitutes the entire shall not be deemed to be waived, added to or modified orally; and no waiver, addition, modification, or amendments shall be valid unless in writing, and signed by the authorized representatives of the Parties hereto.

The laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

The Parties acknowledge that both Parties are agencies of the Commonwealth of Massachusetts. No provision (or lack of provision) shall be construed explicitly or implicitly to be a waiver or limitation of either Party's sovereign immunity or rights or defenses arising out or related to their sovereign immunity including; but not limited to, its rights under the Massachusetts Tort Claims Act.

INSURANCE. The Parties acknowledge and agree that:

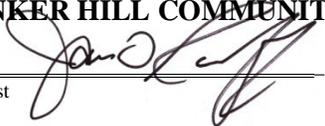
The Parties, as entities of the Commonwealth of Massachusetts are self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

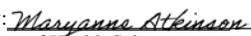
The Parties, as entities of the Commonwealth of Massachusetts, are responsible for the negligent acts or omissions of its employees acting within the scope of their employment under this Agreement in accordance with the Massachusetts Tort Claims Act.

ASSIGNMENT. Neither Party shall assign or in any way transfer any interest in this Agreement without the prior written consent of the other Party, nor shall a Party subcontract any service without the prior written approval of the other Party. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by a duly authorized representative, on the date and year as written above.

BUNKER HILL COMMUNITY COLLEGE

By:  _____
Provost
Printed Name: James E. Canniff Date 05/26/2020
Provost

By:  _____
Dean of Health Sciences
Printed Name: Maryanne Atkinson Date 05/21/2020
Dean of Health Sciences

By:  _____
Director of Nurse Education
Printed Name: Elizabeth Tobin Date 05/21/2020
Director of Nurse Education

UNIVERSITY OF MASSACHUSETTS BOSTON

By:  _____
Provost Date: September 11, 2020 _____
Printed Name: Emily McDermott
Provost & Vice Chancellor for Academic Affairs

By:  _____
Date: September 11, 2020
Dean of Academic Affairs,
College of Nursing and Health Sciences
Printed Name: Linda Thompson
Dean
College of Nursing and Health Sciences