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Agreement

Between

**HOLYOKE COMMUNITY COLLEGE
COMMUNITY COLLEGE**

And

University of Massachusetts / Boston

**(Associate in Science in Nursing to Bachelor
of Science in Nursing)**

AGREEMENT

This 3+1 Bachelor Degree Program in Nursing (the "Agreement") is made, entered into and effective on April 1, 2021 ("Effective Date") by and between **HOLYOKE COMMUNITY COLLEGE COMMUNITY COLLEGE** located at 303 Homestead Ave. Holyoke Ma 01040 and the **UNIVERSITY OF MASSACHUSETTS/BOSTON**, located at 100 Morrissey Blvd. Boston, Massachusetts 02125-3393, ("University") individually a "Party," collectively, the "Parties."

WHEREAS, HOLYOKE COMMUNITY COLLEGE and University are fully licensed and accredited institutions of higher learning;

WHEREAS, HOLYOKE COMMUNITY COLLEGE and University offer high quality, attractive and competitively priced educational programs that are in significant demand throughout Boston Massachusetts and New England;

WHEREAS, HOLYOKE COMMUNITY COLLEGE and University desire to enter into an affiliation wherein students of HOLYOKE COMMUNITY COLLEGE enrolled in HOLYOKE COMMUNITY COLLEGE 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 3+1 Bachelor Degree Program in Nursing (“Program”) at HOLYOKE COMMUNITY COLLEGE 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:

I. PURPOSE. The purpose of this Agreement is to facilitate the admission of HOLYOKE COMMUNITY COLLEGE students who satisfactorily complete an associate degree in nursing at HOLYOKE COMMUNITY COLLEGE into the 3+1 Bachelor Degree Program in Nursing at the University. The Program offers qualified students the ability to be admitted to both the ASN and 3+1 Bachelor Degree Program in Nursing programs, streamlining the application process and establishing a clear and concrete pathway to baccalaureate completion. The Agreement will allow HOLYOKE COMMUNITY COLLEGE to attract students to the associate degree in nursing (“ASN”) program who are interested in baccalaureate completion as well as support enrollments in the University’s Nursing for RNs program offered online. This Agreement governs the matriculation of HOLYOKE COMMUNITY COLLEGE students who have satisfactorily completed HOLYOKE COMMUNITY COLLEGE ASN program into the University of Massachusetts, Boston 3+1 Bachelor Degree Program in Nursing.

II. TERMS AND CONDITIONS

A. University Responsibilities. During the Term of this Agreement University agrees:

1. To accept **HOLYOKE COMMUNITY COLLEGE** students into the University Program who have successfully completed the **HOLYOKE COMMUNITY COLLEGE ASN** 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 **HOLYOKE COMMUNITY COLLEGE ASN** 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 **HOLYOKE COMMUNITY COLLEGE** through remote academic advising to inform **HOLYOKE COMMUNITY COLLEGE** students about:
 - i. University academic program requirements.
 - ii. University admission requirements and processes.
 - iv. Prerequisite requirements.
 - v. Transfer credit evaluations and University acceptance
 - iii. Tuition and Fees

B. **HOLYOKE COMMUNITY COLLEGE Responsibilities.** During the Term of this Agreement **HOLYOKE COMMUNITY COLLEGE** agrees:

1. Provide necessary support to assist University with regular course/credit equivalency assessment, course syllabi review course transferability determinations.
2. Cooperate with University to facilitate students' transfer from the **HOLYOKE COMMUNITY COLLEGE** ASN program to the University's Program.
3. Cooperate with University through academic advising to inform **HOLYOKE COMMUNITY COLLEGE** students about:
 - i. University academic program requirements
 - ii. State mandated degree requirements.
 - iii. University admission requirements and processes.
 - iv. Prerequisite requirements.
 - vi. Tuition and fees.

III. DEGREE PROGRAM – BACHELOR OF SCIENCE IN NURSING

University shall offer sufficient courses that, when included with mutually appropriate **HOLYOKE COMMUNITY COLLEGE** associate degree courses in nursing, shall constitute 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 advising sheet Program of Study https://www.umb.edu/editor_uploads/files/cnhs_files/CNHS_RN-BSN_AdvisingSheet-SPRING_2020_120_Credits.pdf for the RN to BS. 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 ASN nursing program at **HOLYOKE COMMUNITY COLLEGE** to be considered for the 3+1 program.
2. Participant must successfully complete all ASN program courses at **HOLYOKE COMMUNITY COLLEGE**.
3. Participant must be in good academic standing.
4. Participant must be in compliance with **HOLYOKE COMMUNITY COLLEGE** Code of Student Conduct at the time of enrollment in the Program.
5. Participant, at the time of accepted enrollment of **HOLYOKE COMMUNITY COLLEGE**'s ASN program must complete a Student Authorization for Temporary Release of Information form ("Authorization") to allow **HOLYOKE COMMUNITY COLLEGE** to disclose certain student information to University to determine eligibility for enrollment in the Program. Student is subject to the academic and disciplinary policies of the enrolling institutions.
6. Participant will enroll in the first course of the Program within one year of completion of the ASN program at **HOLYOKE COMMUNITY COLLEGE**.

B. Minimum Requirements Prior to Admission into the Program.

1. Participant must have successfully completed all nursing courses and graduated with an ASN degree at **HOLYOKE COMMUNITY COLLEGE**
2. Participant must be in good academic standing.
3. Participant must successfully pass the NCLEX-RN and be licensed as a Registered Nursing in the Commonwealth of Massachusetts.

C. **HOLYOKE COMMUNITY COLLEGE** Oversight Responsibilities.

When the individual is approved for the Program, the University will be responsible for communicating directly with applicants throughout their ASN program and providing information about next steps and matriculation into the 3+1 Bachelor Degree Program in Nursing.

HOLYOKE COMMUNITY COLLEGE and University agree to inform each other regarding any changes to curriculum, admission requirements, admission deadlines, and the mailing of acceptance letters.

E. Curriculum

1. The University's Program in accordance with the Program of Study identified in the link above will be offered online. **HOLYOKE COMMUNITY COLLEGE** students will be required to fulfill the requirements of the Program consistent with this Agreement and University requirements, after successful completion of **HOLYOKE COMMUNITY COLLEGE** ASN program as provided under this Agreement and consistent with **HOLYOKE COMMUNITY COLLEGE**'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 **HOLYOKE COMMUNITY COLLEGES** respective accrediting agencies having jurisdiction.

F. Faculty and Instruction

The University and **HOLYOKE COMMUNITY COLLEGE** 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 meet the academic standards and criteria of each institution; 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 **HOLYOKE COMMUNITY COLLEGE**.

G. Tuition and Fees

1. The University and **HOLYOKE COMMUNITY COLLEGE** shall each set its own tuition and fee structures and shall collect its own tuition and fees for those courses offered by that institution.
2. The institution to which the student is admitted shall serve as the designated administrative service provider for the purposes of counting student enrollments, maintaining appropriate student transcripts, disbursing student financial aid and reporting to state and federal authorities.

H. Student Financial Responsibility

All tuition and fee expenses are the sole responsibility of the enrolled student. Student payments shall be made to the institution in which the student is enrolled.

IV. ADMINISTRATION.

A. Designation of Administrators.

The Parties agree that the University will designate one of its senior administrators of the College of Nursing (Director, Dean or designee) to serve as the primary contact person and affiliation liaison, to represent the University's interests during the period of this Agreement. It agreed that **HOLYOKE COMMUNITY COLLEGE** will designate one of its senior administrators (Director, Dean, Vice President or President) to serve as the primary contact person and affiliation Liaison to represent **HOLYOKE COMMUNITY COLLEGE's** interests during the Term of this Agreement.

Subject to the overall authority delegated by governing boards of the institutions, and subject to the control and supervision of the respective Officers, chief executive officers and their designees, the Parties shall collaboratively administer activities in accordance with this Agreement.

V. Published Materials

- A. All published materials including, without limitation, any and all reports, outlines, manuals, pamphlets, brochures and other documents prepared by **HOLYOKE COMMUNITY COLLEGE** shall remain the property **HOLYOKE COMMUNITY COLLEGE**, and all such materials prepared by the University shall remain the property of the University. All brochures and marketing materials for this Program shall be developed and mutually agreed upon by both the University and **HOLYOKE COMMUNITY COLLEGE**.
- B. **HOLYOKE COMMUNITY COLLEGE** and the University shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any and all materials prepared under this Agreement. 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 course materials prepared by faculty.

VI. Health and Accident Insurance

Both the University and **HOLYOKE COMMUNITY COLLEGE** 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.c. 15A, S. 18.

VIII. Joint Responsibilities of University and HOLYOKE COMMUNITY COLLEGE 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.

XI. Compliance With The Law

The parties shall comply with applicable provisions of federal, state and local law governing any and all matters governed by this Agreement.

X. TERM, TERMINATION AND TEACH-OUT

This term of this Agreement shall be from Fall 2021 to August 31, 2023 effective as of the Effective 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 nonbreaching 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 nonbreaching party may state a period during which the alleged breach may be cured by the breaching party, which cure shall be subject to approval by the nonbreaching 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 University. Applicable statutory or regulatory penalties may also be imposed.

Termination Upon Teach Out. Notwithstanding Sections A and B above, if this Agreement is terminated for any reason while students are participating in the Program, all rights and privileges provided under this joint Agreement to currently enrolled students in this University of Massachusetts/Boston 2+2 Bachelor Degree Program in Nursing shall continue until the end of the semester in which termination of this Agreement occurs; and provided further that the party who elects to terminate shall assume full financial and legal responsibility for the teach-out of any additional academic semesters required for the completion of the degree program of study except when termination is in response to a breach by a party, in which case the breaching party shall bear full financial and legal responsibility for the teach-out.

XII. SOLE AGREEMENT, AMENDMENTS, AND COMMONWEALTH OF MASSACHUSETTS LAW

- A. This Agreement constitutes the entire understanding between the Parties and with respect to the subject matter governed herein, and 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.

Forum Selection. The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts, Suffolk County, which shall have exclusive jurisdiction thereof. The Holyoke Community College expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts, Suffolk County, in any action arising out of or relating to this Agreement or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

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

XIII. INSURANCE. The Parties acknowledge and agree that:

