

ARTICULATION AGREEMENT

This **Articulation Agreement** is entered into as of August 29, 2024, the “Effective Date” by Neosho County Community College “NCCC” and Saint Luke’s College of Nursing and Health Sciences “*NHS*”.

RECITALS

WHEREAS, NHS is an accredited institution that offers degree programs, training and other services to student; and

WHEREAS, NCCC is an accredited institution that offers degree programs, training and other services to students; and

WHEREAS, NHS and NCCC have agreed to enter into an articulation agreement whereby NHS agrees to accept credits earned at NCCC into NHS’s RN to BSN online degree program (the “Program”) as outlined in Schedule 1 attached hereto and desire to formalize the arrangement in this instrument; and

WHEREAS, NHS and NCCC wish to establish a relationship pursuant to which students and alumni of NCCC will be notified about the Program, and, if they enroll in the Program NHS will provide academic support services consistent with those provided to all NHS students.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, NHS and NCCC hereto agree as follows:

1. **DUTIES AND OBLIGATIONS OF NHS**

- 1.1 Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 3.1, below), the Parties will perform, or cause to be performed, the services set forth on Schedule 1 hereto.
- 1.2 NCCC acknowledges and agrees that NHS is solely responsible for and maintains all discretion with respect to the nature of its RN to BSN programs, including the offering, substitution, or cancellation of the Program. NCCC further acknowledges (a) that NHS will, in its sole and absolute discretion, determine the admissions requirements and acceptance/rejection of each student into the Program; (b) NHS will exclusively control all elements of the Program, including the delivery, standards for assessment, and requirements for continued enrollment and graduation; (c) retain all authority regarding the award of degrees and/or credits; and (d) that NHS may change academic and administrative requirements at any time in its sole discretion.

- 1.3 NCCC acknowledges and agrees to share names and directory information of their Associate Degree in Nursing “ADN” graduates within 30 days after each degree conferral date.
- 1.4 The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate. In addition, student education records will be handled in a manner consistent with the Family Educational Rights and Privacy Act (FERPA), and each Party agrees to comply therewith.

2. **CONFIDENTIALITY**

- 2.1 Each Party agrees that the terms and conditions of this Agreement, as well as all non-public information it receives from the other Party pursuant to this Agreement, will be treated as confidential information and as such, can be disclosed only after the express written consent of the Parties. This paragraph is expressly not intended to cover promotional materials and advertising of the Program as outlined in Schedule 1.

3. **TERM AND TERMINATION**

- 3.1 This Agreement will commence on the Effective Date and continue for an initial term of five (5) years ("*Initial Term*"). Thereafter, this Agreement may renew for additional periods of five (5) years each (each a "*Renewal Term*") upon the mutual written agreement of the parties, unless either NHS or NCCC provides written notice of termination. The Initial Term together with any Renewal Term(s) will be referred to herein as the "*Term*."
- 3.2 Either NHS or NCCC may terminate this Agreement, with or without cause, at any time with ninety (90) days written notice to the other Party. However, if either Party is directed to cease activities contemplated by this Agreement due to alleged noncompliance with state, federal or accreditation requirements, or if NHS determines, in its sole discretion, that state, federal or accreditation requirements would be violated by the continuation of the Agreement, then the Agreement shall immediately terminate.
- 3.3 Upon termination of this Agreement, NCCC will discontinue any and all references to NHS and the Program in any marketing, promotional or other materials within a reasonable amount of time following the termination of this Agreement, not to exceed thirty (30) days.

4. **MISCELLANEOUS**

- 4.1 **Independent Contractors.** The Parties are independent contractors, and no agency, partnership, joint venture, nor employment relationship is intended or created by this Agreement. Neither Party shall make any commitment or give the impression that it has authority to make any commitment, on behalf of the other Party.
- 4.2 **Entire Agreement.** This Agreement, together with the schedules attached hereto, constitutes the entire agreement between NHS and NCCC in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, arrangements or understandings with respect to such subject matter.

The terms and conditions of this Agreement will take precedence and will govern in the event of any inconsistent or conflicting terms in a purchase order, acknowledgement, confirmation or other document or instrument issued by either NHS or NCCC (even if signed), unless the specific intent of the document is to modify this Agreement and is signed by both parties pursuant to Section 4.6, below.

- 4.3 **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, in whole or part, such determination will not affect any of the other provisions or the valid portion of a partially stricken provision, each of which will be construed and enforced as if such invalid or unenforceable provision or portion thereof was not contained herein.
- 4.4 **Notice.** Any notice that one Party must deliver to the other under any provision of this Agreement will be deemed to have been sufficiently delivered for all purposes only if it is in writing and it is: delivered in person, via email, or via the United States Postal Service (with a delivery receipt)

Notices to NCCC shall be sent to the President.
Attn: Dr. Brian Inbody, binbody@neosho.edu,
Saunders Hall, 800 W. 14th St., Chanute, KS 66720

Notices to NHS shall be sent to Chief Nursing
Administrator: Attn: Kristina Henry,
kristina.henry@rockhurst.edu, 1100 Rockhurst Road,
Kansas City, MO 64110

- 4.5 Any Party may change its contact information for the purposes of this Agreement by giving the other Party notice of such change in the manner herein before provided for the giving of notice. Notice will be deemed effective for subsection (a) upon receipt, and for subsection (b) upon telephone confirmation.
- 4.6 **Applicable Law.** This Agreement, the legal relations between NHS and NCCC, and the adjudication and enforcement thereof will be interpreted and construed in accordance with the laws of the State of Missouri, without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.
- 4.7 **Amendment; Waivers.** This Agreement may be modified or amended only via a writing signed by both parties. The waiver by either Party of any provision of this Agreement on any occasion shall not operate as a waiver of such provision of this Agreement on any other occasion or upon and other circumstance.

- 4.8 **Benefits Only to Parties.** Nothing expressed by or mentioned in this Agreement is intended or will be construed to give any person, other than the Parties and their successors or permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and for the benefit of no other person.
- 4.9 **Announcements.** Neither Party may issue press releases or make other public statements regarding this Agreement, nor the relationship created under this Agreement without the prior written consent of the other Party, which approval will not be unreasonably withheld or delayed. This paragraph is expressly not intended to cover promotional materials and advertising of the Program as outlined in Schedule 1.
- 4.10 **Survival.** The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein or therein which (a) the Parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 4.11 **Non-Exclusivity; Assignment.** Nothing in this Agreement will be construed as preventing either Party from entering into an agreement with other third parties for similar purpose(s) or services as set forth herein. Neither Party may assign this Agreement without the prior written consent of the other Party.
- 4.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.
- 4.13 **Dispute Resolution.** All disputes arising out of this Agreement or relating to the performance of either Party of its obligations hereunder, which disputes the Parties are unable to resolve directly between themselves, may be submitted to non-binding mediation upon mutual agreement of Parties with cost split between parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Neosho County Community College

By:  _____
Dr. Brian Inbody (Reg. No. 2014-06-17 CDT)

Name: Dr. Brian Inbody

Title: President

Saint Luke's College of Nursing and Health Sciences

By: _____
 Name: Kristina Henry, RN, DNP, NE-BC, CNE
 Title: Chief Nursing Administrator

By: *Sue Willcox*
 Name: Sue Willcox, Ph.D.
 Title: Provost

Schedule 1: Articulation Agreement and Obligations between Saint Luke's College of Nursing and Health Sciences ("NHS") and Neosho County Community College ("NCCC")

Admission, Transfer of Credits, and Graduation Requirements

1. To be eligible for participation in the Program, NCCC students must graduate from the Associate in Applied Science in Nursing program at NCCC. After this eligibility standard has been met, a student must apply to NHS. NHS's admission requirements will be applicable.
2. NHS will offer provisional acceptance to graduates from the Associate in Applied Science in Nursing program at NCCC while the candidate completes NCLEX and is able to produce an active nursing license, not to exceed the first semester of courses.
3. NHS will receive credits as presented in the NHS-NCCC Articulation Table, below, in recognition of students' previous coursework from the Associate in Applied Science in Nursing program from NCCC. Transcript evaluations will be completed. In addition, if any student has completed coursework at another institution of higher education, those transcripts will be evaluated as well for potential eligibility of transfer credits (if applicable).
4. Once a student has been accepted into the Program, a minimum total of 30 mandatory NHS RN-BSN credit hours remain to complete the Program at NHS and graduate.

The Plan of Study for the Program is outlined in Schedule 2.

NHS-NCCC Articulation Agreement Table	Credit Hours
All NCCC General Education courses which NCCC requires as “pre-entry” and as part of ADN course work into the Associate in Applied Science in Nursing degree will be accepted by NHS.	36 credit hours
Mandatory NHS general education courses include: statistics, ethics, and nutrition—3 credit hours each. NCCC applicants may take these courses at NHS or transfer them in following our course transfer policy. NHS provides these three courses fully online.	9 credit hours
Mandatory RN-BSN Courses to be taken at NHS.	30 credit hours
All Associated in Applied Science core Nursing coursework from NCCC will be accepted as needed by NHS to equal 120 hours (includes LPN coursework).	45 credit hours
Total number of required credits a student will have earned for their BSN degree.	120 total credit hours

1. Promotion of Articulation Agreement

- a. Upon the execution of this Agreement, NHS shall provide to NCCC all marketing materials related to the promotion of this articulation agreement.
- b. NCCC shall provide sufficient quantities of admission materials to interested students.
- c. NCCC may wish to create additional marketing materials and/or to list information about this articulation agreement in NCCC marketing materials including the website and social media and in their academic catalogs.

2. Oversight

- a. NHS shall remain responsible for all admissions and enrollment activity for the Program and shall supervise and respond to any concerns raised regarding NCCC use of its marketing materials or the sharing of information about its program. NHS shall ensure that NCCC has approved materials to provide to interested students and that such material remains updated and in compliance with requirements of its regulators.

3. Delivery of Academic Programs

- a. Students enrolling in the Program will be solely students of NHS and all coursework within the Program will be provided by NHS and its staff. All academic advising and instruction shall be sole responsibility of NHS.

4. Tuition Grants and Scholarships

- a. Students enrolling in NHS programs will be eligible for the NHS scholarship program.
- b. Students will be granted a tuition waiver for the 2-credit elective.
- c. Students enrolling in the NHS RN-BSN program from NCCC will receive a preferential tuition rate of \$250 per credit hour, each semester, while maintaining a minimum load of 6 credit hours per term.
- d. Students which do not maintain a minimum load of 6 credit hours per term are not eligible for Federal loans.

Schedule 2: NHS RN to BSN Sample Plans of Study- Fall, Spring, and Summer Entry Points

These are the courses of the RN-BSN program and are offered in these semesters and terms. They may also be offered at additional times as needed.

COURSES OFFERED FALL TERM
Session A- 1ST 8 WEEKS
NUR 3930 Nursing in Today's World (1 credit hour)
NUR 4010 Role Development & Professional Issues (3 credit hours)
NUR 4850 Health Assessment for Professional Nurse (3 credit hours)
Session B- 2ND 8 WEEKS
NUR 4870 Pathophysiology (3 credit hours)
NUR 4110 Introduction to Evidence Based Practice (3 credit hours)
COURSES OFFERED SPRING TERM
Session A- 1ST 8 WEEKS
NUR 4570 Pharmacology (3 credit hours)
NUR 4990 Organizational and System Leadership (3 credit hours)
Session B- 2ND 8 WEEKS
NUR 4890 Informatics (3 credit hours)
NUR 4820 Community/Public Health Theory (3 credit hours)
COURSE OFFERED SUMMER TERM
NUR 4840 Community Health Project (3 credit hours)
ELECTIVES (Offered Various Semesters)
Elective (2 credit hours)
30 Total Credit Hours