AGREEMENT: DIRECT TRANSFER OF STUDENTS HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY AND LEHIGH CARBON COMMUNITY COLLEGE

Harrisburg University of Science and Technology (HU) and Lehigh Carbon Community College (LCCC) (collectively the "Parties") agree to coordinate their respective programs for the associate and baccalaureate degree programs in Nursing. The principal beneficiaries of this effort are LCCC students, who are served by current information about programs and who benefit from firm arrangements between the Parties.

This Transfer Agreement (Agreement) provides LCCC students the opportunity of planning a total baccalaureate degree program with HU at the outset of their college education as defined by this Agreement.

I. PRINCIPLES OF AGREEMENT

HU and LCCC confirm the following to assure equal treatment of university/college and transfer students.

- This agreement applies to LCCC students who are scheduled to and/or have completed an Associate of Applied Science Degree - Nursing and passed the NCLEX-RN licensing exam.
- 2. Program requirements for a baccalaureate degree shall be the sole responsibility of HU.
- 3. HU exclusively controls its respective academic programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, delegation of that control.

HU has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, credentialing, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; its calculation and award of prior learning credit; evaluation of student progress; and the awarding and recording of credit independently including the issuance of any HU degree.

LCCC has exclusive control over its respective educational and training programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, a delegation of that control.

LCCC has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; evaluation of student progress; and the awarding and recording of credit independently, including the issuance of any LCCC certificates of completion for advanced studies.

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- 4. LCCC Students who follow the prescribed HU baccalaureate degree requirements and are scheduled to or have earned an Associate Degree in the transfer program at LCCC and passed the NCLEX-RN licensing exam, may be admitted to HU with a junior level standing. However, some majors require more than four semesters for completion.
- 5. Beginning with LCCC graduates of the Associate Degree in Nursing program in summer 2020 semester, who have completed the NCLEX licensing exam, and have been accepted into the HU RN to BSN program, will receive the LCCC Nursing Students Scholarship equal to 50% of HU's current tuition (currently at \$500/credit but is subject to possible increase if HU raises its credit cost for all undergraduate students)
- 6. A completed application and interview with a HU Admissions Counselor is required prior to final acceptance. HU will waive its application processing fee.
- 7. The same evaluation criteria generally used by HU for transferring course credit is applicable to LCCC students. Specifically, course transfers must be completed with a grade of "C" (2.00 on a 4.00 scale) or better.
- 8. All students must be in good-standing according to HU policy at time of admission.
- 9. When program requirements change at HU, LCCC students who already submitted a letter of intent to enroll at HU have the option of satisfying "old" program requirements in the same manner as native HU students. However, this "grandfathering" is limited to two years from HU's implementation date of any changes, except for when changes are required by an accrediting agency. Accrediting agency requirements must be met and are not negotiable.
- 10. Credits earned at or transferred from LCCC are limited to 72 credit hours. The transfer credits that are included in this Agreement are included in the incorporated Attachment A to this Agreement.
- 11. The transfer representatives from both institutions recognizing the LCCC general education degree requirements in the transfer programs shall develop articulated programs of study for students at LCCC. These programs of study will be reviewed by the appropriate LCCC academic division, which may make suggestions to the HU transfer representatives about specific course acceptability.
- 12. HU agrees to waive diagnostic testing for LCCC students who achieve a grade of "C" or better in their college level general education courses in communication (ENG 105) and college algebra (MAT 121).
- 13. Though remedial and orientation courses do not normally fulfill graduation requirements, HU will, on a course-by-course basis, treat transfer credit from

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- LCCC for courses in remediation and orientation in the same manner as comparable courses at HU.
- 14. On a regular basis, aggregate and demographic data on former LCCC students will be transmitted to HU for the purpose of gathering appropriate data for research and for advising of future students. Caution will be exercised to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).
- 15. LCCC students transferring to HU will be treated the same as native HU students of equal class standing when applying for financial aid and in the award and distribution of funds.
- 16. LCCC students transferring to HU will receive consideration for campus housing on the same basis as native HU students of equal class standing.
- 17. LCCC students transferring to HU will receive equal opportunity to pre-register for classes and have access to other student services on the same basis as native HU students of equal class standing.
- 18. Upon transferring, LCCC students will become students of HU and subject to all HU's policies and procedures including but not limited to those concerning academics and student behavior.
- 19. An informal review of programs will occur every two years for the purpose of updating information for students and staff. The review will be initiated by HU.
- 20. This Agreement shall be reviewed annually in May beginning in May 2021 and shall terminate in May 2025 subject to a new Agreement.
- 21. Upon formal execution of this Agreement, joint advertisement and promotion will be developed by the appropriate representative at each institution. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre-approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

II. MUTUAL TERMS AND REQUIREMENTS

1. This Agreement is subject to change or modification by mutual written consent between the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the Agreement expiration or termination of this shall survive expiration/termination of this Agreement. Either party may terminate this Agreement with 90 days written notice. All students accepted by HU or who have submitted an application to HU at the time a notice of termination is delivered will continue to receive the benefits of this Agreement for a period of up to 3 years from the date of termination provided they remain enrolled for consecutive semesters and maintain academic progress.



- 2. Neither of the parties shall assume any liabilities to each other than those contained within this Agreement. Regarding liability to each other, including but not limited to death to persons and/or damages to property, the parties do not waive any causes of actions or defenses by signing this Agreement.
- 3. This Agreement is not exclusive, and the parties are free to contract with other institutions in a similar manner.
- 4. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law doctrine.
- 5. Neither party shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, gender identity, age, religion, handicap, marital status, or national origin in violation of any applicable federal, state, or local law or regulation.
- 6. Both parties shall protect the confidentiality of student records as dictated by the FERPA and shall release no personally identifiable student information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- 7. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment is expressly prohibited and shall be deemed null and void.
- 8. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect.
- 9. The waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms. No waiver shall be valid or binding unless in writing and signed by the parties.
- 10. Any notice provided for or permitted under this Agreement shall be treated as having been given the next business day after being sent by nationally recognized commercial overnight courier or three business days after being postage prepaid by certified or registered mail, return receipt requested, to the party to be notified or upon receipt if delivered in person. Notices will be sent to the addresses set forth in this Agreement or such other address as may be provided from time to time.

LCCC: Lehigh Carbon Community College 4525 Education Park Drive Schnecksville, PA 18078

HU/LCCC 8/10/2020 ATTN: James Ayrton, Director of Curriculum, Assessment, and Articulation

HU: Harrisburg University of Science and Technology

326 Market Street Harrisburg, PA 17110

ATTN: Beverly Magda, Ph.D. CC: Office of General Counsel

- 11. The parties will cooperate to create all appropriate public, promotional announcements or press releases relating to this collaboration and will not make any independent announcements except as necessary to conduct the business contemplated by the agreement and activities necessarily related to it.
- 12. By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of his/her organization to all the terms and conditions of this Agreement. This Agreement and any attachments, which are incorporated into this Agreement, constitute the full and complete understanding of the parties with respect to this subject matter and supersedes all prior negotiations, understandings, and agreements between the parties related to this subject matter.



Harrisburg University of Science and Technology

And

Lehigh Carbon Community College

Authorize this agreement to become effective on August 10, 2020

For

HU

For

LCCC

Bili S. Mattes, D.Ed.

Provost, Vice President of Academic Affairs

Eric D. Darr, Ph.D.

President

Latissa vetta

Vice President of Academic Services and

Student Development

Ann D. Bieber, D.Ed.

President

| Lehigh Carbon Community College Nursing Courses | | | |
|---|---|----------------|--|
| Course # | Course Name | <u>Credits</u> | |
| Recommended First Semester (Fall) | | | |
| ADN 150 | Introduction to Basic Human Needs | 9 | |
| BIO 163 | Anatomy and Physiology I | 4 | |
| MAT 121 | Mathematics for Allied Health | 3 | |
| PSY 140 | Introduction to Psychology | 3 | |
| Recommended Second Semester (Spring) | | | |
| ADN 160 | Meeting Adult Health Needs | 8 | |
| BIO 164 | Anatomy and Physiology II | 4 | |
| ENG 105 | Research and Composition | 3 | |
| PSY 145 | Human Growth and Development | 3 | |
| Recommended Third Semester (Fall) | | | |
| ADN 205 | Meeting the Expanding Family's Needs | 5 | |
| ADN 215 | Meeting the Developing Family's Needs | 5 | |
| ADN 220 | Introduction to Microbiology | 4 | |
| SOC 150 or | Introduction to Sociology | , | |
| SOC 151 | Modern Social Problems | 3 | |
| Recommended Fourth Semester (Spring) | | | |
| ADN 225 | Meeting Human Psychosocial Needs | 5 | |
| ADN 235 | Meeting Complex Adult Health Needs | 5 | |
| ADN 245 | Meeting the Changing Role in the Evolving Healthcare System | 2 | |
| ENG 106 | Introduction to Literature | 3 | |
| Elective or ENG 111 | Speech | 3 | |

Total Credits

72

RN license will allow students to transfer up to 72 credits toward their BSN

| HU RN - BSN Courses | | | |
|---------------------|--|----------------|--|
| | | | |
| Course # | Course Name | <u>Credits</u> | |
| INSC 320 | Study of Disease | 3 | |
| BIOL 320 | Genetics | 3 | |
| INSC 410 | Epidemiology | 3 | |
| MEBA 375 | Statistics for Managers | 3 | |
| MEBA 312 | Leadership and Organizational Behavior | 3 | |
| GEND 450 | Healthy Mind and Body | 3 | |
| GEND 467 | Ethics in Professional Healthcare Practice | 3 | |
| HCIN 500 | Healthcare Informatics | 3 | |
| NURS 320 | Nursing Practice and Senior Adults | 3 | |
| NURS 325 | Integrative Patient Assessment | 3 | |
| SEMR 315 | Accelerated Learning Cornerstone | 3 | |
| NURS 430 | Nursing Practice and Population Health | 4 | |
| NURS 435 | Nursing Leadership and Health Policy | 4 | |
| NURS 398 | Project I Evidence Based Practice | 3 | |
| NURS 498 | Project II Applied Nursing Research | 3 | |
| Elective Course | | 1 | |
| Total Credits | | 48 | |

^{*}Students need to earn 120 credits to receive a bachelor's degree. Additional credits may be required.

LCCC Credits Awarded 72

HU Credits 48

Total Credits 120