ARTICULATION / TRANSFER AGREEMENT

Herzing University

AND

Motlow State Community College

Contents:

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THIS ARTICULATION AGREEMENT (the "Agreement") is entered into by and between Herzing University and Motlow State Community College ("Motlow State") as of the date of the last signature on this Agreement. The parties desire to enter a contract pursuant to which Motlow State students who have completed their AAS in Nursing will be eligible for application for junior standing at Herzing University, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Articulation Program.

a. <u>Purpose</u>. The purpose of this Agreement is to facilitate the transfer of Motlow State students who have completed their AAS in Nursing to Herzing University; to provide specific advisement for BS in Nursing (BSN) students who intend to transfer to Herzing University; and, to encourage academic and administrative coordination between the institutions in the following program of study: BSN.

Attachment A, "Program of Study" outlines courses that a graduate of the AAS program in Nursing from Motlow State must take at Herzing University to earn a BSN degree.

- b. <u>Annual review</u>. This Agreement will be subject to annual review by representatives of each institution. Herzing University commits to holding one or more 'in-person' meetings at Motlow State annually or as needed each semester to address questions and facilitate the transfer process. Any recommendations for revisions will be made in writing and reviewed by each institution's respective Chief Academic Officer or their designees. The articulation requirements of this Agreement may only be amended in the form of an Amendment signed by authorized representatives of the parties and the Chancellor of the Tennessee Board of Regents.
- c. <u>Program of Study</u>. Changes by either party to a Program of Study can be incorporated into this Agreement by written amendment, as agreed by both parties.
- d. <u>Admission requirements</u>. Motlow State students wishing to apply to the Herzing University BSN degree program must meet the admissions requirements for Herzing University, and the parties acknowledge and agree that Herzing University reserves the right to reject any such student's admission to Institution, in accordance with its standard policies and procedures. These students must also provide an official transcript of courses completed at Motlow State to Herzing University. If admitted, the students shall become subject to all Herzing University policies, procedures, and rules.

- e. <u>Non-Exclusivity</u>. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- f. <u>Promotion</u>. Both parties agree to use commercially reasonable efforts to promote, publicize and advertise the opportunities contemplated by this Agreement to their faculty, staff, alumni, students, and potential students.
- g. <u>Liaisons</u>. Each party shall designate a representative to serve as its liaison in all matters arising under this Agreement and shall furnish in writing the name of each representative to the other party.

For Motlow State:	For Herzing University:
Dr. Michael Torrence	Thomas Perin, Sr.
President	AVP Community Partnerships
mtorrence@mscc.edu	tperin@herzing.edu
931-393-1682	866.508.0748 ext. 01284

2. Term and Termination.

- a. <u>Term</u>. This Agreement will be effective from the date of final signature below, the Effective Date, until 6/15/2025. Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional two (2) year term, upon the same terms and conditions as set forth herein. It is agreed that if terminated, both institutions will honor the terms of the Agreement until the end of the next admissions application and review period of Herzing University.
- b. <u>Post-Termination</u>. Upon termination of this Agreement for any reason, Motlow State students previously accepted by or admitted to Herzing University shall continue to receive the benefits contemplated by this Agreement until such time such students have completed their coursework or have otherwise withdrawn.

3. Miscellaneous.

- a. <u>Non-Discrimination</u>. Both parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of both parties on the grounds of classifications protected by Federal or State law.
- b. <u>Binding agreement</u>. This Agreement shall not be binding upon the parties until it is approved by the president or designee of both institutions and the Chancellor of the Tennessee Board of Regents.

- c. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of laws provisions.
- d. <u>Notices</u>. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice.)

For Motlow State CC:	For Herzing University:
Dr. Regina Verdin	Dr. Kitty Kautzer
Chief Academic Officer	Chief Academic Officer
P.O. Box 8500	275 W. Wisconsin Ave.
Lynchburg, TN 37352-8500	Milwaukee, Wisconsin 53053
<u>rverdin@mscc.edu</u>	kkautzer@herzing.edu

- e. <u>Waivers</u>. The waiver by either party of any provision of this Agreement on any occasion and upon any circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance.
- f. <u>Complete Agreement; Integration</u>. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- g. <u>Counterparts; Facsimile Signatures</u>. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- h. <u>Independent Contractors</u>. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or 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.
- i. <u>Confidentiality of Records</u>. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g) and its regulations.

j. Per SACSCOC Standard 10.8 in the Principles of Accreditation, all transfer credit contemplated in this Agreement has been evaluated by academically qualified faculty of Herzing University to ensure that students receiving credit for courses taken at Motlow State have achieved the same level of knowledge, skills, and experiences as those who have completed coursework at Herzing University.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

By:

Herzing University

Motlow State Community College

By: Dr. Kitty Kautzer Chief Academic Officer Dr. Michael Torrence President

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-DS DocuSigned by KA Signature 891469. Date

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Approved:

Tennessee Board of Regents

By: Dr. Flora Tydings Chancellor

DocuSigned by: DS HOVA W. UDINGS Sightereracial Sighter Date

2023-10-27 | 11:56 AM CDT

Attachment A

Program of Study Motlow State/Herzing University Undergraduate Articulation AAS in Nursing to BS in Nursing

The following are requirements that graduates with an AAS in Nursing from Motlow State Community College must complete for the BSN degree requirements at Herzing University. A grade of C (76%) or higher is required for all area of emphasis courses.

Course	Course Name	Hours		
GENERAL EDUCATION				
BIOL 2010	Human Anatomy and Physiology I	4		
BIOL 2020	Human Anatomy and Physiology II	4		
BIOL 2230	Microbiology	4		
ENGL 1010	English Composition I	3		
MATH 1530	Introductory Statistics	3		
PSYC 1030	Introduction to Psychology	3		
	GUIDED ELECTIVE: Choose one of the following			
ENGL 1020	English Composition II			
PSYC 2130	Lifespan Development Psychology	3		
COMM 2025	Fundamentals of Communication			
GUIDED HUMANITY COURSE				
Any approved 3-	credit-hour Humanities course	3		
PROFESSIONAL CORE COURSE REQUIREMENTS				
	Women's Health and the Childbearing Family	3		
NRSG 1320	3 sem hrs cr (2 lecture; 1 clinical/lab)	5		
	Pediatric Nursing	3		
NRSG 1330	3 sem hrs cr (2 lecture; 1 clinical/lab)			
	Mental Health Nursing	3		
NRSG 1340	3 sem hrs cr (2 lecture; 1 clinical/lab)			
NDCC 4740	Fundamentals in Nursing	7		
NRSG 1710	7 sem hrs cr (4 lecture; 3 clinical/lab)			
NRSG 1720	Medical-Surgical Nursing I 7 sem hrs cr (5 lecture; 2 clinical/lab)	7		
NRSG 2240	Professional Practice in Nursing (lecture)	2		
11130 2240	Medical-Surgical Nursing II			
NRSG 2730	7 sem hrs cr (5 lecture; 2 clinical/lab)	7		
	Medical-Surgical Nursing III			
NRSG 2740	7 sem hrs cr (5 lecture; 2 clinical/lab)	7		
	Total Motlow State Credits	66		

Motlow State AAS in Nursing Courses

Course	Course Name	Hours
HU 140	Cultural Diversity or Cultural Diversity Elective	3
HU 340	Humanities and Contemporary Culture or Humanities Elective	3
EN 304	English Composition II	3
NU 305 or NU 500	Professional Role Transition or Theoretical Foundations of Nursing	3
NU 345	Health Assessment and Promotion Across the Lifespan	3
NSG 423 or HA 610	Policy, Trends, & Ethics in Nursing or Health Policy and Management	3
NSG 421 or NU 525	Nursing Informatics or Technology and Nursing Informatics in Advance Practice	3
NU 324 or NU 560	Evidence-Based Nursing Research and Practice or Research Methods and Evidence-based Practice	3
NSG 323	Community and Public Health Nursing	5
NSG 321	Advanced Leadership and Management	3
NU 476	Nursing Capstone	3
Open	Electives	18
	Total Nursing Herzing University Credits	53

Herzing University RN to BSN Courses