NURSING ARTICULATION AGREEMENT BETWEEN

Commonwealth University of Pennsylvania AND

Central Susquehanna LPN Career Center

(Articulating Institution)

PURPOSE:

This Articulation Agreement (this "Agreement") is valid from August 1, 2024 to August 1, 2029 and supersedes all previous agreements between these institutions for this program.

<u>Central Susquehanna LPN Career Center</u> ("Articulating Institution") and Commonwealth University of Pennsylvania ("CU") enter this Agreement, effective August 1, 2024, in order to facilitate the transfer of students from Articulating Institution to CU and to support their academic success in the CU nursing program.

AREAS OF AGREEMENT:

This Agreement will be applicable for students who have completed the Practical Nursing Program, National Council of State Boards of Nursing Practical Nursing Exam (NCLEX-PN), and who wish to pursue an Associate of Science in Nursing ("ASN") degree.

This Agreement will not be applicable to students entering CU with limited credits or students transferring without the Practical Nursing Degree and Licensing.

Under terms of this Agreement, students completing their Licensed Practical Nursing program will be admitted to the ASN Nursing program at CU on the condition that they abide by this Agreement.

To facilitate transfer of students from Articulating Institution to CU in accordance with the above stipulations, the parties involved agree to the following:

Students under this agreement must:

- 1. Have successfully completed the LPN Program (graduate) at the above stated Articulating Institution.
- 2. Currently hold a PA Practical Nursing License.
- 3. Required GPA of 2.7
- 4. Successful completion of the required general education courses.
- 5. Successful completion of the National League of Nursing, Nursing Acceleration Challenge Examination ("NACE") exams for Fundamentals of Nursing and Maternal/Newborn.
 - NACE exams can be taken one time per year.
 - Upon successful completion of the Fundamentals of Nursing exam, the student will receive 8 credits for NURS103.
 - Upon successful completion of Maternal/Newborn exam, the student will receive 8 credits for NURS104.

GENERAL TERMS AND CONDITIONS:

- 1. The directors of the Nursing Program at both the Articulating Institution and CU will monitor compliance with the terms of this Agreement.
- 2. This Agreement represents the entire understanding between the Parties and can be modified only in writing with the same formality as the original Agreement.
- 3. This Agreement will be reviewed annually by the appropriate parties at each institution, and will automatically renew for a period of time not to exceed five (5) years. Not later than sixty (60) days prior to the end of the five (5) year period, each Party shall review and together make any changes to an updated Agreement to be considered for execution and implementation.
- 4. Either Party may terminate this Agreement at any time by written notice 90 days in advance of the effective date of termination. Should this Agreement be terminated, it is understood that the termination will not apply to students already accepted to the Institution under the terms of this Agreement, but not yet enrolled in classes.
- 5. The Parties understand that they shall act in an independent capacity in the performance of this Agreement, and shall not be considered as employees, agents, affiliates, or subsidiaries of each other. Neither Party shall have the right to bind or obligate the other in any manner inconsistent with or unrelated to this Agreement.
- 6. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. Any dispute under this Agreement shall be resolved in the state or federal courts located in Columbia County, Pennsylvania. The terms of this Agreement are not in violation of any state, federal or local legislation. Should any be discovered, or any law later amended, only that portion of the Agreement becomes subject to negotiation or resolve.
- 7. Neither Party shall assume any liabilities as a result of this Agreement. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this Agreement. Nothing herein shall be construed as a waiver of any immunities afforded CU by law or otherwise.
- 8. Commonwealth University of Pennsylvania does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities.
- 9. The Articulating Institution agrees that they are an Equal Opportunity Employer.
- 10. Any notices to be given hereunder by any Party to the other may be provided by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses set forth hereinafter, but each Party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

| a. | If to Institution: Central Susquenanna LPN Career Center | | |
|----|--|---|--|
| | | 15 Lawton Lane | |
| | | Milton PA, 17847 | |
| | | Attention: Ashlee Bower | |
| | Copy to: | | |
| | | | |
| | | | |
| b. | If to CU: | Commonwealth University of Pennsylvania | |
| | n to CO. | - | |
| | | 400 E. Second St. | |
| | | Bloomsburg PA 17815 | |
| | | Attention: | |
| | Conv. to: | | |

Copy to:

- 11. The Parties shall comply with the Federal Educational Rights and Privacy Act of 1974, as amended.
- 12. CU shall not be responsible for the payment of any federal, state or local taxes for or on behalf of the Articulating Institution under any circumstances.
- 13. This agreement mutually binds and benefits all heirs, assignees, and successors of both Parties.
- 14. It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each duly signed counterpart is considered valid as part of this Agreement.
- 15. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not be construed as a continuing waiver.
- 16. Should any court determine any provision of this Agreement, or any portion thereof, to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 17. This Agreement may not be assigned without the prior written consent of CU.

**** Authorized Signatures on Next Page ****

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officials duly authorized.

LPN Program: Central Susquehanna LPN Career Center

| Ashlee Bower | 8-5-24 | |
|--------------------------------------|-------------|----|
| Ashlee Bower LPN Nursing Director | DATE | |
| John Wurelja (Aug 7, 2024 16:47 EDT) | Aug 7, 2024 | 20 |
| CSIU Executive Director | DATE | RC |

Commonwealth University of Pennsylvania

| Uddele | 8/9/2024 |
|------------------------------------|----------|
| Vice President of Academic Affairs | DATE |

Signature: Rae Ann Crispell (Aug 7, 2024 09:48 EDT)

Email: rcrispell@csiu.org

APPROVED AS TO FORM AND LEGALITY

University Legal Counsel
Commonwealth University of Pennsylvania

Commonwealth University - LPN Center Agreement

Final Audit Report 2024-08-07

Created: 2024-08-05

By: Ashlee Bower (ashlee.bower@csiu.org)

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