CONSORTIUM FOR ADVANCING BACCALAUREATE NURSING EDUCATION IN TEXAS ("CABNET")

ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") is entered into by and between the following universities and community colleges (also referred to herein "CABNET Participants" or, "Participants").

The Consortium for Advancing Baccalaureate Nursing Education in Texas (hereinafter referred to as "CABNET") has been established for nursing schools to provide a seamless ADN to BSN curriculum, with ADN exit, that reduces barriers and duplication in a "1+2+1 Model" and improves seamless articulation/transfer from ADN to BSN education to help meet the Institute of Medicine's Future of Nursing recommendation that 80% of nurses will have a bachelor's degree or higher by 2020. The CABNET participants agree to the following terms, and conditions:

ARTICLE I - ORIGINAL TERM, AMENDMENT, RENEWAL, AND TERMINATION

1. This Agreement shall become effective as to each participating university and community college upon execution of this Agreement.

2. Amendments to this Agreement and its Appendices must be in writing and approved by the designated representatives of each CABNET participant.

3. Any Participant to this Agreement may terminate its participation in this Agreement with any other Participant by providing six (6) months prior written notice to the other Participant. A termination under this paragraph shall not terminate a Participant’s participation in this Agreement with the other CABNET Participants to the Agreement.

4. This Agreement shall be reviewed every three years and will be automatically renewed for a successive three year term unless a Participant to the Agreement, at least six months prior to the end of any term, gives written notice of its intent to amend the agreement or terminate its participation in this Agreement.

5. In the event of termination under either paragraph 3 or 4 of this section, enrolled students shall be permitted to complete their current program at the terminating Party’s option.

ARTICLE II - RESPONSIBILITIES OF THE PARTIES

1. Each participating community college will award the Associate of Applied Science (AAS) degree in nursing and each participating university will award the Bachelor of Science in Nursing (BSN) degree.

2. Each community college will create a one-page Community College Worksheet with one or more curricula for transfer to a RN-to-BSN program that contains as close to 54 semester credit hours as possible, meets their Texas Common Core curriculum and includes the standardized 45 semester credit hours approved by the Texas Association of Deans & Directors of Professional Nursing Programs in January of 2012 (see Appendix A), any other courses required to meet local requirements such as pre-requisites for any of the courses in the set 45 hours. At least one curriculum plan will include chemistry.

3. Participating universities will review each community college curriculum plan and indicate which plan(s) they will agree to accept and not require any further lower division general education courses.

4. CABNET participants agree to share evaluation and outcome data as requested by the Texas Higher Education Coordinating Board ("THECB") to a central repository. In compliance with Family Education Rights and Privacy Act ("FERPA") regulations, Federal Regulations Title 34, Part 99, data will be released in the composite unless student consent is obtained to release personal information.
ARTICLE III - INDEPENDENT CONTRACTOR STATUS

Relationships: CABINET participant intend that each Party's relationship to any other at all times and for all purposes under this Agreement is to be that of an independent contractor. No Party is considered an agent or employee of any other Party for any purpose, and no Party, nor any of its agents, employees, or students is entitled to any of the benefits that other Parties provides its employees, unless specifically provided otherwise in this Agreement. This Agreement shall not create any rights in any third parties, specifically any students participating in the program. The only Parties to this agreement are CABNET participants.

ARTICLE IV - LIABILITY

Liability: Each Party will be responsible for its tortious acts and those of its officers, employees or agents except to the extent that Texas law limits liability of a public institution, its officers, agents and employees.

ARTICLE V - SEVERABILITY

If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE VI - DISPUTE RESOLUTION

Dispute Resolution: The CABNET participants agree that they will attempt to resolve any dispute between them arising out of or related to this Agreement at the lowest appropriate level of administration possible. If a dispute continues to be unresolved, the Deans for each affected party shall be advised of the issue and shall meet to negotiate an acceptable resolution within 60 days of notice of the dispute.

Name of Participating Community College: Tyler Junior College

\[Signature\]
Jodi M. Seal, Department Chair
Associate Degree Nursing
Tyler Junior College

\[Signature\]
Paul R. Monagan, Dean
School of Nursing and Health Sciences
Tyler Junior College

Date: 9.8.2016

\[Signature\]
Dr. Juan E. Mejia
Provost and Vice President for Academic and Student Affairs
Tyler Junior College

Date: 9.9.16

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Name of Participating University: Stephen F. Austin State University.

Plan(s) Endorsed: ✓ Plan A  Plan B  Plan C

Signature
Sara E. Bishop
School of Nursing
Date: 1/31/17

Signature
Brenda Phillips
Authorized College Representative
Date: 1/22/17

Revised 01/15