CONCURRENT DEGREE ARTICULATION AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND
HILLSBOROUGH COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into on this 1st date of May, 2014 (the “Effective Date”) by and between The University of South Florida Board of Trustees, a public body corporate (“USF”), located in Tampa, Florida, and Hillsborough Community (“HCC”) located in Tampa, Florida.

WHEREAS, USF and HCC wish and intend by this Agreement to establish guidelines and procedures for students to be concurrently enrolled in HCC’s Associate Degree in Nursing (ASN) and the USF’s Bachelor of Science Degree with a major in Nursing (BS) (the “Concurrent Program”).

WHEREAS, the Agreement is intended to streamline a qualified student’s completion of both the ASN and the BS in an accelerated manner.

NOW, THEREFORE, the parties hereby agree to the terms and conditions set forth below:

I. ELEMENTS OF THE AGREEMENT

A. Criteria for Admission:

1. Students must complete the steps for admission as a degree-seeking student at HCC before they may be considered for the Concurrent Program.
2. Students must have a cumulative GPA of at least a 3.0.
3. Students must meet the definition of residency at each institution to qualify for in-state tuition.
4. Students must be admitted into HCC’s nursing program.
5. Students must be admitted as non-degree seeking students into USF and be eligible for admission into USF’s College of Nursing upon completion of the ASN portion of the Concurrent Program.

B. Determination of Admission:

1. Students are advised to be thoroughly familiar with the admission criteria and process that is posted online at www.hccfl.edu/nursing
2. Admission decisions are made collaboratively by designated representatives from both HCC and USF.
3. Students must be admitted or admitted provisionally to HCC’s nursing program pending completion of in-progress courses before they can be considered for the Concurrent Program.

C. On Admission:

1. Each institution will notify the student of admission/conditional admission (see attached “Exhibit A” conditional admission elements and letter to students).
2. Each institution will develop a method of identifying students as a current student in the Concurrent Program.

D. Progression within the Concurrent Program

1. Students must maintain active enrollment status at both institutions.
2. Students must adhere to the signed Concurrent Program plan. If a student does not follow their plan of study, they will be removed from the Concurrent Program.
3. Students comply with each institution’s policy regarding progression.
4. If a student achieves a grade of “less than C” in a course, the progression policy at the specific institution applies.
5. Students must have a valid RN license by the 1st Semester of the 3rd year in the Concurrent Program to progress.
6. If a student fails a course, consultation with HCC and USF will occur for the possibility of “re-tracking”.
7. Students must acquire a valid RN license within 3 months of completion of the ASN. If a student is not able to obtain a valid RN license within 3 months of completing the ASN, they will be unable to take the remaining BS courses at USF until they do so.

E. Credit Transferability:

1. General Education courses will be accepted as a block if the applicant has earned an Associate in Arts degree from a Florida public institution, or has completed the General Education requirements – as noted on the transcript – of a Florida public institution.
2. Nursing courses are pre-determined (see attached “Exhibit A” course plan and schedule) to be accepted to count toward the ASN and the BS in Nursing.
3. Level 1000-2000 Nursing courses will be taught by HCC, as noted in the Addendum.
4. Level 3000-4000 Nursing courses will be taught by USF, as noted in the Addendum.

F. Coordination:

1. Enrollment in the Concurrent Program terminates upon completion of HCC’s ASN Program with the remainder or the program comprised of USF courses only.
2. HCC and USF will:
   a. Collaborate in the development of content and offering of information sessions, web updates and published materials about the Concurrent Program.
   b. Collaborate in making admission decisions for the Concurrent Program.
   c. Collaboratively address financial aid matters that pertain to Concurrent Program and impact students enrolled in the Concurrent Program. Communications to students and between institutions about financial aid matters will be addressed collaboratively by designated representatives.
   d. Identify HCC as the freshman and sophomore level course provider and USF as the junior and senior level course provider in all joint promotions.
   e. Notify each other concerning any planned curricular changes that would affect the future of this agreement.
   f. Exchange any other information that HCC and USF believe will be helpful to monitor and assure the academic success of participating students.

II. PROGRAM ARTICULATION

A. Student admitted to the Concurrent Program will fulfill the following requirements:

1. Complete the designated curriculum sequence at HCC required for the AS in Nursing (72 credit hours) with a 3.0 or higher GPA.
2. Complete the following State University System (SUS) prerequisites for admission to the BSN, as the same may change from time to time (12 credit hours):
   a. STA 2023 – Statistics
b. HUN 2201 – Nutrition

3. Complete any remaining outstanding general education courses at HCC to satisfy the HCC general education requirements as the same may change from time to time

B. Complete the USF upper-level nursing sequence at USF (30 credit hours):

C. In accordance with the Statewide Articulation Agreement for AS-BS nursing transitions, USF will award a minimum of 18 upper-level credit hours for licensed RN’s from the HCC nursing program as determined through a portfolio assessment.

D. Total number of program credit hours = 120

1. Associate in Science in Nursing 72 hours
2. State University Prerequisites 9 hours
3. General Education/FLK 9 hours
4. Upper-level Nursing Sequence 30 hours

III. INSURANCE AND INDEMNIFICATION PROVISIONS

A. USF is a public body corporate of the State of Florida, and the university’s “self-insurance” limitations are provided by law. USF provides general liability insurance with the limits of One Hundred Thousand Dollars and Zero Cents ($100,000.00) per person, Two Hundred Thousand Dollars and Zero Cents ($200,000.00) per occurrence, pursuant to the terms and limitations of Florida Statutes, Section 768.28 and Florida Statutes, Chapter 284, Part II.

B. HCC is a political subdivision and public body corporate of the State of Florida, and has a self-insurance program created pursuant to Section 1012.85, Florida Statutes. HCC provides general liability insurance of one hundred thousand dollars ($100,000) per person, two hundred thousand ($200,000) per occurrence, pursuant to the terms and limitations of Section 768.28, Florida Statutes

C. To the extent permitted by Section 768.28, Florida Statutes, both parties shall indemnify and hold harmless the other from and against any claim, liability, demands, expenses, proceedings, legal actions, attorneys’ fees, court costs, and other fees arising from and out of the negligence of its officers, faculty, staff and employees, or agents of their successors and assigns. Nothing contained in the foregoing shall be construed as a waiver of either party’s Sovereign Immunity under Florida Law.
IV. TERMINATION AND REVISION

A. This Agreement shall remain in force for five (5) years from the Effective Date. Any amendments of and/or modification to the Agreement shall require written approval from both parties. After the five year period, this Agreement may be renewed by mutual written consent.

B. This Agreement may be terminated by either party upon ninety (90) days written notice.

C. Any termination will be prospective only and will not apply to students enrolled in the Concurrent Program as of the date of the termination notice or to applicants who relied on published materials offering the Concurrent Program. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. The parties acknowledge that the program involves degree-seeking students taking part in a degree program. Therefore, in the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a “teach out” for current students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student’s successful completion of their degree, certificate or course, or each student’s departure from the program. To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they graduate or depart from the program.

1. Representatives of each institution will review the substance and effectiveness of the Agreement annually.

2. As both institutions are accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), good standing with this accrediting body is essential to the continuation of the Agreement. If either institution is sanctioned or denied accreditation by SACSCOC the institution remaining in good standing may terminate this agreement with proper notice.
3. The Agreement may be amended through written request by either party when deemed necessary to add, delete, or significantly modify the terms. Such amendments must be in writing.

V. GENERAL PROVISIONS

A. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.

B. The parties shall not use any parties trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed mark or intellectual property in any manner without the prior written consent from such party of such use.

C. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act (“FERPA”), and to work together to facilitate the parties’ obligations under those laws and regulations.

D. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).
The University of South Florida:
Dr. Ralph C. Wilcox
Provost and Executive Vice President
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620
813-974-
rcwilcox@USF.edu

With Copy to:
Office of the General Counsel
Hilary Black
Associate General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620
813-974-0749
813-974-5236 (facsimile)
hblack@USF.edu

Nursing Program - University of South Florida
Rita D’Aoust, PhD, ANP-BC
University of South Florida
12901 Bruce B Downs, MDC22
Tampa, FL 33612
813-974-3195

Leif Penrose – Dean of Health Sciences
Hillsborough Community College
4001 Tampa Bay Blvd
Tampa, FL 33614
813-253-7370

Hillsborough Community College
Craig Johnson, Vice President Academic Affairs
Hillsborough Community College
39 Columbus Drive
Tampa, FL 33606
813-253-7162
pgagy@hccfl.edu
With Copy to:
Ms. Martha Kaye Koehler
College Attorney
Hillsborough Community College
39 Columbus Drive
Tampa, FL 33606
813-253-7007
mkoehler@hccfl.edu

E. Application of Florida Law: This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough, County, Florida for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

F. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

G. Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same
instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

I. Entire Agreement: This Agreement represents the entire understanding of the parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications and prior agreements among the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SIGNATURES OF RESPONSIBLE AUTHORITIES

Hillsborough Community College

By: ________________________________

Name: Craig Johnson

Its: Vice President Academic Affairs

The University of South Florida Board of Trustees, a public body corporate

By: ________________________________

Name: Ralph C. Wilcox

Its: Provost and Executive Vice President

Legal Consent Approved:

Martha Kaye Koehler General Counsel

Date

Approved as to Form and Legal Sufficiency

Attorney, USF
## EXHIBIT A

### CONCURRENT DEGREE CURRICULUM

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<th>FALL</th>
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<tr>
<td>1-2000 Level Courses taken with HCC*</td>
<td>NUR 1213C Nursing Process I: Introduction to Nursing and Common Health Problems (10cr)</td>
<td>NUR 1260C Nursing Process II: Chronic Health Problems of Adults (10 cr)</td>
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<td>3-4000 Level Courses taken with USF</td>
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<td>NUR 3078 Information Technology Skills for Nurses (1 cr)</td>
<td>NUR 3805 Education Transitions for Registered Nurses (2 cr)</td>
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<td>Growth and Development or FKL** or common Gen Ed prerequisite course** (3 cr)</td>
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<td>NUR 2412C Nursing Process III: Nursing Care of the Family from Pregnancy Through Adolescence (10cr)</td>
<td>NUR 2243C Nursing Process IV: Complex Health Problems of Adults and Leadership in Nursing (10 cr)</td>
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<td>NUR 2521C Mental Health (2cr)</td>
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<td>3-4000 Level Courses taken with USF</td>
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<td>NUR 4895C Educational Role of the Nurse in Healthcare</td>
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<td>3-4000 Level Courses taken with USF</td>
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<td>BS Nursing Cluster</td>
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<td>NUR 4169 Evidence Based Practice for the Baccalaureate Prepared Nurse</td>
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Course can be taken at HCC or USF

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<th>FKL** or common Gen (3cr)</th>
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<td>Ed*** prerequisite course (3cr)</td>
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*HCC ADN Pre-Nursing and General Education courses need to be completed prior to start of the first semester of HCC ADN program.

** FL SUS BS Nursing Foundations of Knowledge and Learning (FKL)

*** FL SUS General Education Requirement

Please note: This plan provides for the student who has not met the required HCC elective, common prerequisites or the USF FKL courses. For the student who has taken some of these courses a GAP analysis will be completed on the academic record. For the student who has completed all of these courses, this plan provides for two (2) USF nursing course each semester following completion of the NCLEX licensing examination.

Revised 7/26/13
Hillsborough Community College  
University of South Florida  

EXHIBIT B

Provisional Conditional Admission

Concurrent partnership agreement allows students to enroll in select RN to BS courses at USF as a non-degree student (beginning in Spring of Year 1) while completing the ASN degree at HCC. Students will remain in non-degree status at USF until awarded the ASN. After graduating from HCC’s ASN program, students will be eligible to sit for the national licensure exam for registered nurses (NCLEX-RN).

With admission to HCC and USF concurrently students are required to:

1. Maintain active enrollment status at both institutions.
2. Comply with their designated plan of study,*
3. Have a minimum overall GPA of 3.0 for admissions into the concurrent program.
4. Comply with each institution’s policy regarding progression.
5. Acquire a valid RN license within 3 months of completion of the ASN. **

After the student has their RN license, they will be eligible to take the remaining RN-BS coursework and earn the BS in Nursing from USF.

* If a student does not follow their plan of study, they will be removed from the concurrent program.

** If a student is not able to obtain a valid RN license within 3 months of completing the ASN, they will be unable to take the remaining RN-BS courses at USF until they do so.
Provisional Conditional Admission Letter

Congratulations on becoming a member of the Concurrent Hillsborough Community College and University of South Florida, ASN to BS sequence.

This concurrent partnership agreement allows you to enroll in select RN to BS courses at USF as a non-degree student (beginning in Spring of Year 1) while you are completing your ASN degree at HCC.

As a condition of membership in the Concurrent HCC and USF, ASN to BS sequence you are required to:

1. Maintain active enrollment status at both institutions.
2. Comply with your designated plan of study.*
3. Have a minimum overall GPA of 3.0 for admissions into the concurrent program.
4. Comply with each institution’s policy regarding progression.
5. Acquire a valid RN license within 3 months of completion of the ASN. **

You will remain in non-degree status at USF until you are awarded your ASN. After graduating from HCC’s ASN program, you will be eligible to sit for the national licensure exam for registered nurses (NCLEX-RN).

After completing the HCC’s ASN program with a 3.0 or higher GPA and receiving your RN License you then may be admitted as a degree seeking student at USF to complete the remaining RN-BS coursework to earn your Bachelor of Science in Nursing from USF.

* If you are not successful in following the plan of study, you will be removed from the concurrent program.

** If you are not able to obtain a valid RN license within 3 months of completing the ASN, you will be unable to take the remaining RN-BS courses at USF until you have done so.