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# Agreement

Between

**SPRINGFIELD TECHNICAL  
COMMUNITY COLLEGE**

And

**University of Massachusetts / Boston**

**(Associate in Science in Nursing to Bachelor  
of Science in Nursing)**

## **AGREEMENT**

This 3+1 Bachelor Degree Program in Nursing (the "Agreement") is made, entered into and effective on 9/1/21 by and between **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** located at One Armory Square, Springfield, Massachusetts, 01102-9000, and the **UNIVERSITY OF MASSACHUSETTS/BOSTON**, located at 100 Morrissey Blvd. Boston, Massachusetts 02125-3393, ("University") individually a "Party," collectively, the "Parties."

*WHEREAS, SPRINGFIELD TECHNICAL COMMUNITY COLLEGE* and University are fully licensed and accredited institutions of higher learning;

*WHEREAS, SPRINGFIELD TECHNICAL COMMUNITY COLLEGE* and University offer high quality, attractive and competitively priced educational programs that are in significant demand throughout Boston Massachusetts and New England;

*WHEREAS, SPRINGFIELD TECHNICAL COMMUNITY COLLEGE* and University desire to enter into an affiliation wherein students of **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** enrolled in **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** associate degree nursing program may be allowed to obtain a Bachelor of Science in Nursing from the University of Massachusetts, Boston; and

*WHEREAS,* University has the capacity and the desire to provide its 3+1 Bachelor Degree Program in Nursing (“Program”) at **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** students in need of a quality, convenient and affordable bachelor degree in nursing.

*NOW THEREFORE,* in consideration of the mutual provisions and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**I. PURPOSE.** The purpose of this Agreement is to facilitate the admission of **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** students who satisfactorily complete an associate degree in nursing at **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** into the 3+1 Bachelor Degree Program in Nursing at the University. The Program offers qualified students the ability to be admitted to both the ASN and 3+1 Bachelor Degree Program in Nursing programs, streamlining the application process and establishing a clear and concrete pathway to baccalaureate completion. The Agreement will allow **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** to attract students to the associate degree in nursing (“ASN”) program who are interested in baccalaureate completion as well as support enrollments in the University’s Nursing for RNs program offered online. This Agreement governs the matriculation of **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** students who have satisfactorily completed **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** ASN program into the University of Massachusetts, Boston 3+1 Bachelor Degree Program in Nursing.

**II. TERMS AND CONDITIONS**

A. University Responsibilities. During the Term of this Agreement University agrees:

1. To accept **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** students into the University Program who have successfully completed the **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** ASN program and have met the requirements set for in this Agreement and the requirements of the University Program.

2. To accept the education credits earned as part of the **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** ASN program, which meet the requirements of the Program and apply said credits toward the program.
3. Provide appropriate registration, financial aid and academic advisement services.
4. Cooperate with **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** through remote academic advising to inform **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** students about:
  - i. University academic program requirements.
  - ii. University admission requirements and processes.
  - iv. Prerequisite requirements.
  - v. Transfer credit evaluations and University acceptance
  - iii. Tuition and Fees

B. **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE Responsibilities.** During the Term of this Agreement **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** agrees:

1. Provide necessary support to assist University with regular course/credit equivalency assessment, course syllabi review course transferability determinations.
2. Cooperate with University to facilitate students' transfer from the **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** ASN program to the University's Program.
3. Cooperate with University through academic advising to inform **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** students about:
  - i. University academic program requirements
  - ii. State mandated degree requirements.
  - iii. University admission requirements and processes.
  - iv. Prerequisite requirements.
  - vi. Tuition and fees.

### **III. DEGREE PROGRAM – BACHELOR OF SCIENCE IN NURSING**

**University** shall offer sufficient courses that, when included with mutually appropriate **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** associate degree courses in nursing, shall constitute a complete and comprehensive Bachelor of Science in Nursing. The requirements a student must fulfill to receive a Bachelor of Science in Nursing from the University of Massachusetts, Boston are outlined in the advising sheet Program of Study

[https://www.umb.edu/editor\\_uploads/files/cnhs\\_files/CNHS\\_RN-BSN\\_AdvisingSheet-SPRING\\_2020\\_120\\_Credits.pdf](https://www.umb.edu/editor_uploads/files/cnhs_files/CNHS_RN-BSN_AdvisingSheet-SPRING_2020_120_Credits.pdf) for the RN to BS. Upon successful completion of the approved Program, the Bachelor's degree received will be that of the University of Massachusetts/Boston.

A. Program Eligibility.

1. Participant accepted for enrollment in the ASN nursing program at **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** to be considered for the 3+1 program.
2. Participant must successfully complete all ASN program courses at **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE**.
3. Participant must be in good academic standing.
4. Participant must be in compliance with **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** Code of Student Conduct at the time of enrollment in the Program.

B. Minimum Requirements Prior to Admission into the Program.

1. Participant must have successfully completed all nursing courses and graduated with an ASN degree at **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE**
2. Participant must be in good academic standing.
3. Participant must successfully pass the NCLEX-RN and be licensed as a Registered Nursing in the Commonwealth of Massachusetts.

C. **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** Oversight Responsibilities.

When the individual is approved for the Program, Springfield Technical Community College will not be responsible for communicating directly with applicants throughout their ASN program and providing information about next steps and matriculation into the 3+1 Bachelor Degree Program in Nursing this will be the responsibility of the University.

**SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** and University agree to inform each other regarding any changes to curriculum, admission requirements, admission deadlines, and the mailing of acceptance letters.

E. Curriculum

1. The University's Program in accordance with the Program of Study identified in the link above in Section III first paragraph will be offered online. **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** students will be required to fulfill the requirements of the Program consistent with this Agreement and University requirements, after successful completion of **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** ASN program as provided under this Agreement and consistent with **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE's** requirements.
2. The Parties agree to use reasonable efforts to preserve and extend the quality of their educational programs; provide faculty credentials, program standards (including library resources) and content of academic courses shall, in all respects, be in compliance with the academic standards, policies and practices of the University's and **SPRINGFIELD TECHNICAL COMMUNITY COLLEGES** respective accrediting agencies having jurisdiction.

F. Faculty and Instruction

The University and **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** shall be responsible for the selection and employment of their respective faculty and staff members, provided however, that all faculty and staff performing services under this Agreement shall meet the academic standards and criteria of each institution; conform to the applicable standards of each institution's respective accrediting bodies, regional and national, provided further that all faculty and staff assignments shall be made in accordance with applicable provisions of the academic personnel policies and collective bargaining agreements of the respective institutions, if such apply; and provided however, that nothing contained in this Agreement shall place at risk the respective licensure and accreditation of either the University or **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE**.

G. Tuition and Fees

1. The University and **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** shall each set its own tuition and fee structures and shall collect its own tuition and fees for those courses offered by that institution.
2. The institution to which the student is admitted shall serve as the designated administrative service provider for the purposes of counting student enrollments, maintaining appropriate student transcripts, disbursing student financial aid and reporting to state and federal authorities.

H. Student Financial Responsibility

All tuition and fee expenses are the sole responsibility of the enrolled student. Student payments shall be made to the institution in which the student is enrolled.

IV. **ADMINISTRATION.**

A. Designation of Administrators.

The Parties agree that the University will designate one of its senior administrators of the College of Nursing (Director, Dean or designee) to serve as the primary contact person and affiliation liaison, to represent the University's interests during the period of this Agreement. It agreed that **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** will designate one of its senior administrators (Director, Dean, Vice President or President) to serve as the primary contact person and affiliation Liaison to represent **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE's** interests during the Term of this Agreement.

Subject to the overall authority delegated by governing boards of the institutions, and subject to the control and supervision of the respective Officers, chief executive officers and their designees, the Parties shall collaboratively administer activities in accordance with this Agreement.

V. **Published Materials**

- A. All published materials including, without limitation, any and all reports, outlines, manuals, pamphlets, brochures and other documents prepared by **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** shall remain the property **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE**, and all such materials prepared by the University shall remain the property of the University. All brochures and marketing materials for this Program shall be developed and mutually agreed upon by both the University and **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE**.
- B. **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** and the University shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any and all materials prepared under this Agreement. Any materials, which have been copyrighted previously and are used by the parties in the performance of this Agreement, shall not lose copyright status by being so used. This section is not applicable to course materials prepared by faculty.

VI. **Health and Accident Insurance**

Both the University and **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** respectively shall make appropriate provisions for mandatory health insurance and services for their respective students in accordance with the individual institution's compliance with M.G.L.c. 15A, S. 18.

### **VIII. Joint Responsibilities of University and SPRINGFIELD TECHNICAL COMMUNITY COLLEGE Community College**

The parties shall jointly undertake the design and implementation of the following affiliation activities during the period of this Agreement:

- A. The parties shall explore academic networking opportunities for faculty, staff and student advisors to promote thorough understanding of the educational programs offered by the two institutions and the respective campus cultures.
- B. The parties may develop faculty workshops focused on establishing common understandings of the nature of the institutions' complementary missions and visions for the future, the enrichment lent by each to the other through proximity of programs and services, and the educational roles of the institutions as partners in a strong educational affiliation with each other, business and industry, the general public community, joint teaching and research, professional development, shared supervision of internship and practicum, delivery of academic programs, evaluation and outcomes assessment and accreditation. Each such engagement shall require a separate agreement to be entered into by the parties.
- C. The Parties acknowledge and understand that any separate corporate existence and organization of the parties shall continue unaltered and unamended by this Agreement.
- D. The Parties shall fully cooperate on all mutually agreed-upon programs, services and activities in accordance with the standards, policies, and practices of licensing and accrediting agencies, provided that the curriculum and courses of study and methods of instruction shall be conveyed in a timely fashion to participating institutions for approval.

### **XI. Compliance With The Law**

The parties shall comply with applicable provisions of federal, state and local law governing any and all matters governed by this Agreement.

### **X. TERM, TERMINATION AND TEACH-OUT**

This term of this Agreement shall be from September 1, 2021 to August 31, 2023, unless otherwise terminated in accordance with this Agreement.

- A. **Without Cause.** This Agreement may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- B. **With Cause.** If either Party breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Agreement, the

nonbreaching party may terminate this Agreement by giving written notice to the alleged breaching party stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the nonbreaching party may state a period during which the alleged breach may be cured by the breaching party, which cure shall be subject to approval by the nonbreaching party. In the event of a breach the breaching party may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

Termination Upon Teach Out. Notwithstanding Sections A and B above, if this Agreement is terminated for any reason while students are participating in the Program, all rights and privileges provided under this joint Agreement to currently enrolled students in this University of Massachusetts/Boston 3+1 Bachelor Degree Program in Nursing shall continue until the end of the semester in which termination of this Agreement occurs; and provided further that the party who elects to terminate shall assume full financial and legal responsibility for the teach-out of any additional academic semesters required for the completion of the degree program of study except when termination is in response to a breach by a party, in which case the breaching party shall bear full financial and legal responsibility for the teach-out.

## **XII. SOLE AGREEMENT, AMENDMENTS, AND COMMONWEALTH OF MASSACHUSETTS LAW**

- A. This Agreement constitutes the entire understanding between the Parties and with respect to the subject matter governed herein, and shall not be deemed to be waived, added to or modified orally; and no waiver, addition, modification, or amendments shall be valid unless in writing, and signed by the authorized representatives of the parties hereto.

The laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law principles govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

**Forum Selection.** The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts, Suffolk County, which shall have exclusive jurisdiction thereof. **SPRINGFIELD TECHNICAL COMMUNITY COLLEGE** expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts, Suffolk County, in any action arising out of or relating to this Agreement or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

The Parties acknowledge that the University is an agency of the Commonwealth of Massachusetts. No provision (or lack of provision) shall be construed explicitly or implicitly to be a waiver or limitation of the University's sovereign immunity or rights or defenses arising out or related to its sovereign immunity including; but not limited to, its rights under the Massachusetts Tort Claims Act.



**XIII. INSURANCE.** The Parties acknowledge and agree that:

The University as an entity of the Commonwealth of Massachusetts is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

The University, as an entity of the Commonwealth of Massachusetts is responsible for the negligent acts or omissions of its employees acting within the scope of their employment under this Agreement in accordance with the Massachusetts Tort Claims Act.

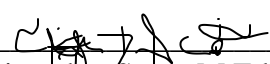
**XIV. ASSIGNMENT.** Neither party shall assign or in any way transfer any interest in this Agreement without the prior written consent of the other party, nor shall a party subcontract any service without the prior written approval of the other party. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

*IN WITNESS WHEREOF*, the Parties hereto have caused this Agreement to be signed by a duly authorized representative, on the date and year as written above.

**SPRINGFIELD TECHNICAL COMMUNITY COLLEGE COMMUNITY COLLEGE**

By:  8/30/2021  
Geraldine deBerly, PhD. Date  
VP Academic Affairs

Printed Name: Geraldine de Berly

By:  8/30/21  
Christopher Scott, M.Ed., NRP Date  
Dean, School of Health & Patient Simulation

Printed Name: \_Christopher Scott

By:  08/27/2021  
Lisa Fugiel, MSN, RN-BC Date  
Director of Nursing

Printed Name: Lisa A Fugiel

**UNIVERSITY OF MASSACHUSETTS/BOSTON**

By:     *Rosanna T. DeMarco*     Date     8.17.2021    

Rosanna DeMarco, PhD  
Interim Dean, College of Nursing and Health Sciences

Printed Name: Rosanna DeMarco

**Institution: Springfield Technical Community College**  
**Institution: University of Massachusetts Boston**

<b>Springfield Technical Community College General Education Requirements in the Nursing program</b>	<b>Credit(s)</b>	<b>UMASS Boston</b>	<b>Credit(s)</b>
ENGL101 English Composition I	3		
ENGL102 English Composition II	3		
PSY 101 General Psychology	3		
PSY 210 Lifespan Human Growth and Development	3		
SOCI 101 – Introduction to Sociology	3	<ul style="list-style-type: none"> <li>Free elective in BS program</li> </ul>	
BIOL 231 Anatomy and Physiology I	3		
BIOL 231L Anatomy and Physiology I	1		
BIOL 232 Anatomy and Physiology II	3		
BIOL 232L Anatomy and Physiology II	1		
BIOL 235 Microbiology	3		
BIOL 235L Microbiology	1		
General Elective	3		
NUR 204 Pharmacology for Nurses	3		
Nursing Licensure Credits	42		
<b>Total Credits Springfield Technical</b>	<b>75</b>		
<b>Courses Required for BS Degree</b>			
<b>World Culture or Language Electives</b> *See Mass transfer link courses to be taken at Springfield Technical	<b>6</b>		
<b>Arts and Humanities Electives</b> *See Mass transfer link for courses to be taken at Springfield Technical	<b>6</b>		
<b>Statistics (MATH 115 if taken at Springfield Community College)</b>	<b>3</b>		
		<b>UMASS Nursing Course</b>	Taken at UMB
		NUR 360 Professional Issues in Nursing	6
		NUR 361 Heal Assessment & Promotion	6
		NU 362 Nursing Research & Evidence Based Practice	6
		NU 461 Community Health Nursing for RN's	6
		NU 462 Legal & Ethical Health Policy	6
<b>Total Credits for BS Degree</b>	<b>120</b>	<b>Total Nursing Credits</b>	<b>30</b>

Program Notes: [Mass Transfer Link](#)

**Want to Learn More?** For more information on the RN-BS program please contact:

**UMass Boston Undergraduate Admissions**

Phone

[617.287.6100](tel:617.287.6100)

E-mail

[undergrad.admissions@umb.edu](mailto:undergrad.admissions@umb.edu)

Website

[www.umb.edu/academics/cnhs/nursing/ug/rn](http://www.umb.edu/academics/cnhs/nursing/ug/rn)