

ARTICULATION AGREEMENT
BETWEEN
WHARTON COUNTY JUNIOR COLLEGE
AND
TEXAS WOMAN'S UNIVERSITY

This Articulation Agreement ("Agreement") is made by and between Wharton County Junior College ("Wharton"), a junior college district in the State of Texas, and Texas Woman's University ("TWU"), an institution of higher education in the State of Texas, on behalf of its College of Nursing.

Wharton and TWU are mutually committed to educating, graduating, and preparing more students to join the nursing workforce in the Texas Upper Gulf Region. This Agreement applies to students enrolled in Wharton's Associate Degree in Nursing Program ("ADN"), upon the execution date of this Agreement.

I. Purpose

The Agreement establishes a Blended Nursing Program, between Wharton and TWU, and facilitates the transfer and degree completion process for Wharton's ADN students that concurrently pursue the Bachelor of Science in Nursing Degree (BSN) at TWU. This Agreement outlines the roles and responsibilities of Wharton and TWU. Nothing in this Agreement shall restrict or limit either party from entering into a similar contract, with respect to the subject matter hereof, with a third party.

II. Term and Termination

This Agreement will commence on August 1, 2023 (the "Effective Date") and continue until May 31, 2028 (the "Termination Date") or until either party provides written notice of termination to the other party, at any time and for any reason, with no less than six (6) months written notice. This Agreement shall not automatically renew; instead, upon mutual written consent of the parties, the parties may renew this Agreement in whole or in part, for a mutually agreed upon period, at any time prior to the Termination Date. Should notice of termination be given under this section, then Wharton's ADN students in good standing at TWU, as determined solely by TWU, will be allowed two (2) full calendar years to obtain a BSN degree from TWU, under the same terms as if this Agreement was still in place.

III. Scope

- a. Students covered under this Agreement shall be subject to all applicable student code of conduct policies, used by both parties. This includes institution wide student conduct policies and nursing related student conduct policies, at both parties.
- b. To be eligible for the Blended Nursing Program, a Wharton ADN student must:
 - i. Successfully complete Wharton's general education prerequisite courses, with a 3.0 cumulative grade point average on a 4.0 scale;
 - ii. Concurrently be taking Wharton's ADN courses, with a 3.0 cumulative grade point average on a 4.0 scale in those ADN courses;
 - iii. Properly submit: an Apply Texas Application, a TWU College of Nursing application, and payment of all applicable fees; and
 - iv. Satisfy TWU admission requirements, including TWU's: Registered Nurse (RN) to BSN bridge program admission requirements, general education requirements, and pre-nursing requirements.
- c. If a Wharton ADN student successfully satisfies all conditions under Section III.b. of this Agreement, then TWU shall accept up to 28 SCH advanced placement basic nursing courses and up to 56 SCH general education/core courses. TWU's acceptance of courses shall be governed by TWU's policies and procedures, and done in accordance with Exhibit 1 and its appendices contained therein and attached hereto.

d. Readmission:

- i. If a Wharton ADN student enters the Blended Nursing Program and voluntarily discontinues after completing any TWU BSN course, while still in good standing at TWU as determined solely by TWU, then if that Wharton ADN student:
 1. Graduates from Wharton's ADN program;
 2. Passes the National Council Licensure Examination (NCLEX); and
 3. Applies and is admitted to TWU's RN to Bridge Program within one (1) calendar year of the student's graduation from Wharton's ADN program;
 4. Then, TWU may apply credit, consistent with TWU's transfer policy, from that student's course grades in the Blended Nursing Program towards that student's RN to Bridge Program's course requirements at TWU.

IV. Wharton's Responsibilities:

- a. Designate an employee within the ADN program, to serve as a liaison for students interested in pursuing the BSN at TWU.
- b. Encourage students to work closely with their academic advisor to develop an academic plan to ensure a successful transition to TWU.
- c. Prepare its students to take and pass the National Council Licensure Examination (NCLEX).

V. TWU's Responsibilities:

- a. Designate an employee within the TWU's College of Nursing program to serve as a liaison for students interested in pursuing the BSN at TWU.
- b. Evaluate applications on the basis of the student's academic record, including cumulative grade point average, performance trends, and performance in courses related to Nursing.
- c. Establish and maintain a concurrent admission process whereby Wharton's current ADN students may receive provisional acceptance to the RN to BSN program at TWU, if the Student:
 - i. Declares an intent to seek a BSN from TWU;
 - ii. Completes a Declaration of Intent with both parties; and
 - iii. Satisfies TWU admission and eligibility requirements.

VI. Wharton and TWU's Joint Responsibilities:

- a. The parties will provide information about the Blended Nursing Program on their respective websites.
- b. In the spirit of articulation, employee representatives from both institutions shall confer at least annually to evaluate the success of this Agreement, to consider curriculum updates, and to discuss changes that may enhance and strengthen this collaboration.
- c. Pursuant to applicable law, the parties shall share aggregate information on student performance as may be necessary to evaluate the success and quality of the services under this Agreement.

- d. Maintain separate and independent accreditation by the Southern Association of Colleges and Schools, and appropriate nursing accreditation bodies.
- e. Inaugurate a prescribed curriculum and sequence of courses as agreed by a collaboration of the respective programs. Coordinate any changes to curriculum and sequence of courses, and effectuate said changes via an amendment to this Agreement, signed by both parties. Amendments may take the form of letters signed by the party's designated representatives.
- f. Strive to provide students with "seamless" access to assist them in transferring from Wharton to TWU.
- g. Identify an operations contact person to assist in addressing student/advising questions and help resolve project logistical issues that may develop.
- h. Require that students be in good standing, including meeting academic and professional standards as defined by each institution to remain in the program.

VII. Intellectual Property

Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

VIII. Relationship between Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties, and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, and boards, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions, including providing its own defense, arising out of this Agreement.

IX. Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party.

X. FERPA

Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), to the extent that TWU and Wharton receives, generates, or maintains educational records from each other, under this Agreement, TWU and Wharton mutually designate each other as school officials with legitimate educational interest in the educational records of students covered under this Agreement. This designation is made to the extent that access to the educational records are required to carry out this Agreement. TWU and Wharton agree to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

XI. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

XII. Headlines

Headlines in this Agreement are for convenience only.

XIII. Force Majeure

“Event of Force Majeure” means an event beyond the control of Wharton or TWU, which prevents or makes a party’s compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises after execution of this Agreement. A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Contract only so far as reasonably practicable.

XIV. Governing Law

This Agreement and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

XV. Entire Agreement

Exhibit I, and its included appendices, attached hereto, are incorporated herein and made a part of this Agreement, as if set forth in full. This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof. All such prior agreements and understandings are hereby terminated and deemed of no further force or effect. This Agreement contains the entire Agreement of the parties as it relates to the subject matter hereof and may be amended at any time by mutual, signed, written consent of the signatory parties, through their authorized representatives.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year below written.

TEXAS WOMAN’S UNIVERSITY:

WHARTON COUNTY JUNIOR COLLEGE:

Authorized Signature: 
Name: Dr. Carine Feyten

Authorized Signature: 
Name: Betty McCrohan

Title: Chancellor and President

Title: President

Date: 2/7/24

Date: 3-7-24

TWU APPROVED AS TO LEGAL FORM:

Supawon Lervisit
Digitally signed by
Supawon Lervisit
Date: 2024.01.31
19:35:01 -05'00'

Exhibit 1:

Appendix 1

Semester 1 - Fall 1	Semester 2 - Spring 1
HIST 1013(1301) US History 1492-1865 3	ENG 1023(1302) Composition II 3
Psy 1013(2301) Intro to Psych 3	NFS 2323(1322) Intro to Nutrition 3
Eng 1013(130 I) Composition I 3	Elective 3
Zool 2013/2011 (Bio 2401)(A&P I) 4	Zool 2023/2021(Bio 2402) (A&P II) 4
CAO (block 90) 3	Psy 1603(2314) Dev Psych 3
Courses taken at Wharton County Junior College	Courses taken at Wharton County Junior College
Total Semester Hours 16	Total Semester Hours 16
Summer 1 (taken at Wharton County Junior College)	
Any Chem + Lab 4	
Semester 3 - Fall 2	Semester 4 - Spring 2
Gov 2013 (2305) U.S. National Government 3	Gov 2023 (2306) Texas Government 3
Language, Philosophy, and Culture (block 40) 3	Hist 1023 (1302) US History 1865-present 3
Math 1703 (1342) Elem. Stats 3	Creative Arts (block 50) 3
Biol 1003/1001 (Biol 2420) Micro & Lab 4	
Courses taken at Wharton County Junior College	Apply to TWU nursing program.
Total Semester Hours 13	Total Semester Hours 12
Semester 5 - Fall 3 Nursing courses at Wharton County Junior College/ TWU online	Semester 6 - Spring 3 Nursing courses at Wharton County Junior College /TWU online
RNSG 1216 Professional Nursing Competencies 2	RNSG 1533 Health Care Concepts II 5
RNSG 1128 Introduction to Health Care Concepts 1	RNSG 1126 Professional Nursing Concepts II 1
RNSG 1430 Health Care Concepts I 4	RNSG 2362 Clinical - Registered Nursing 3
RNSG 1125 Professional Nursing Concepts I 1	
RNSG 1161 Clinical - Registered Nursing 1	
INURS 3122 Advanced Nursing Assessment 2	NURS 3612 Intro to Research 2
NURS 3643 Intro to Bacc. Nursing 3	NURS 3804 Nursing Exp w/Groups 4
Total Semester Hours 14	Total Semester Hours 15
Summer 2 TWU online	
NURS 3713 Informatics 3	
NURS 4302 Clinical ethics Prof. Nsg 2	
BIOL 4344 Pathophysiology 4	
Total Semester Hours 9	
Semester 7 - Fall 4 Nursing courses at Wharton County Junior College/ TWU online	Semester 8 - Spring 4 Nursing courses at Wharton County Junior College / TWU online
RNSG 1538 Health Care Concepts III 5	RNSG 2539 Health Care Concepts IV 5
RNSG 1137 Professional Nursing Concepts III 1	RNSG 2138 Professional Nursing Concepts IV 1
RNSG 2363 Clinical - Registered Nursing 3	RNSG 2360 Clinical - Registered Nursing 3
NURS 4612 Wellness in Aging Family 2	NURS 4803 Leadership & Mgmt 3
NURS 4614 Community Health 4	NURS 4823 Transition to Baccalaureate Nursing
Total Semester Hours 15	Total Semester Hours 15

Contact person, TWU: Joy Spadachene

Contact Person, Wharton County Junior College: Sandra Davis Hours completed at Wharton: 89 (core 57 hours plus nursing 32 hours) Hours completed at TWU: 35

Upper level hours at TWU: 35 (meets 25% residency requirement) Total hours AAS-BSN: 89 (core) + 35 (TWU) =124 hours

Appendix 2

Wharton County Junior College to TWU Course Nursing Course Equivalency/Award for 28 Hour
Block of Nursing Courses

Semester	Wharton County Junior College Course	TWU Course	Hours Awarded by TWU
Semester 5	RNSG 1216 Professional Nursing Competencies (2) RNSG 1128 Introduction to Health Care Concepts (1) RNSG 1430 Health Care Concepts I (4) RNSG 1125 Professional Nursing Concepts I (1) RNSG 1161 Clinical (1)	NURS 3035 Adult Health Competencies I	5
Semester 6	RNSG 1533 Health Care Concepts II (5) RNSG 1126 Professional Nursing Concepts II (1) RNSG 2362 Clinical (3)	NURS 4045 Adult Health Competencies II	5
Semester 7	RNSG 1538 Health Care Concepts III(S) RNSG 1137 Professional Nursing Concepts III(1) RNSG 2363 Clinical (3)	NURS 4615 Mental Health Competencies NURS 4055 Child Health Competencies NURS 3813 Pharmacology	13
Semester 8	RNSG 2539 Health Care Concepts IV (5) RNSG 2138 Professional Nursing Concepts IV (1) RNSG 2360 Clinical (3)	NURS 3025 Women's Health and Family Role Competencies	5
Total	35SCH		28SCH

Appendix 3

Wharton County Junior College to TWU Course Equivalency/Award for 56 Hour Block of
General Education/Prerequisite Courses

Semester	Wharton County Junior College Course	TWU Course	Hours Awarded by TWU
Semester 1	ENGL 1301 English Composition I (3) PSYC 2301 General Psychology (3) BIOL 2401 Human Anatomy & Physiology I (4) HIST 1301 History of the US 1492-1865 (3) CAO (block 90) (3)	ENG 1013 Composition I (3) PSY 1013 Introduction to General Psychology (3) ZOOL 2013/2011 Human Anatomy & Physiology I and Human Anatomy & Physiology Lab (4) HIST 1013 History of the US 1492-1865 (3) CAO (block 90) (3)	16
Semester 2	ENGL 1302 English Composition II (3) PSYC 2314 Developmental Psychology (3) BIOL 1322 Intro to Nutrition (3) BIOL 2402 Human Anatomy & Physiology II (4)	ENG 1023 Composition II (3) PSY 1613 Developmental Psychology (3) NFS 2323 Intro to Nutrition (3) ZOOL 2023/2021 Human Anatomy & Physiology I and Human Anatomy & Physiology Lab (4)	16
Semester 3	GOVT 2305 US National Government (3) Language/philosophy/culture (block 40) (3) MATH 1342 Elementary Statistics (3) BIOL 2420 Microbiology with lab	POLS 2013 US National Government (3) Language/philosophy/culture (block 40) (3) MATH 1703 Elementary Statistics I (3) BACT 1003/1001 Microbiology and Microbiology lab (4)	13

Semester 4	GOVT 2306 Texas Government (3) HIST 1302 History of the US 1865-present (3) Creative Arts (block 50) (3) Multicultural Women's Studies (block 90) (3)	POLS 2023 Texas Government (3) HIST 1023 History of the US 1865-present (3) Creative Arts (block 50) (3) Multicultural Women's Studies (block 90) (3)	12
Total	56SCH		56SCH