

February 3, 2010

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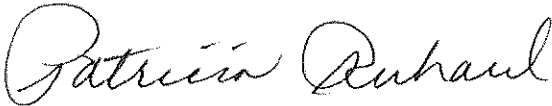
Daniel J. Holt, PhD
President and CEO
Blinn College
P.O. Box 6030
Bryan, TX 77805-6030

Dear Dr. Holt:

Enclosed for your records is an original, fully-executed articulated agreement between The University of Texas Medical Branch School of Nursing and Blinn College.

Thank you for all your efforts on behalf of the nursing profession.

Sincerely,



Patricia L. Richard, RN, PhD
Associate Dean for Undergraduate Programs and Education Technology
Florence Thelma Hall Distinguished Professorship in Nursing

PLR/nl
cc: Dr. E. Tina Cuellar

Enclosure (1)

AGREEMENT FOR ARTICULATED PROGRAM BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND
BLINN COLLEGE

This agreement is made between **The University of Texas Medical Branch at Galveston**, a component institution in The University of Texas System and an agency of the State of Texas, for and on behalf of its School of Nursing (UTMB SON) and **Blinn College**, for and on behalf of its campus.

Whereas BLINN is a public community college in Brazos County, Texas which offers (1) two Associate of Applied Science Degree programs in Nursing and (2) an array of prerequisite courses required in UTMB SON's Registered Nurse to Bachelor of Science in Nursing (RN-BSN) curriculum:

Whereas UTMB SON is part of UTMB which is a component institution in the University of Texas System, consisting of several professional health programs, at both undergraduate and graduate levels, with its School of Nursing offering a Bachelor of Science (BSN) degree for basic students, and a Registered Nurse (RN) Track for earning the BSN.

Whereas, beginning for the UTMB SON Spring 2010 semester, these two institutions desire to promote educational mobility of the BLINN graduate of the Associate Degree Nursing (ADN) program to obtain the BSN; and

Whereas, beginning for the UTMB SON Spring 2010 semester these two institutions desire to facilitate non-nurse students who take 60 hours of pre-nursing courses at BLINN and who meet all other admission's requirements to enter UTMB SON's basic baccalaureate degree program at the junior level.

Now, therefore, BLINN and UTMB SON agree as follows:

BLINN agrees to:

1. Counsel students in the ADN program regarding the opportunity for educational mobility;
2. Counsel non-nurse students in the general academic pre-nursing courses who desire to enter a BSN program at the junior level;
3. Distribute literature describing educational mobility/facilitation programs for RNs (RN-BSN, MSN, or BSN-PhD) at UTMB SON;
4. Distribute literature describing the basic generic BSN program at UTMB SON, including the required pre-nursing courses for non-nurse students;
5. Coordinate with UTMB SON faculty in evaluating BLINN courses in the pre-nursing curriculum to ensure an appropriate knowledge base;
6. Coordinate with UTMB SON for the continuing process of planning, implementing, and evaluating this cooperative agreement.

UTMB SON agrees to:

1. Participate in recruitment activities of BLINN as invited;
2. Maintain a current information exchange with BLINN regarding prerequisites for completion of the BSN degree at UTMB SON
3. Coordinate with BLINN faculty in evaluating BLINN courses in the pre-nursing curriculum to ensure an appropriate knowledge base;
4. Subject to the number of slots available, admit non-nurse students who complete pre-nursing courses at BLINN and who meet all other requirements of UTMB SON for admission (with the understanding that more prerequisite courses may be required for the program in which the student enrolls);
5. Subject to the number of available slots, admit a minimum of four (4) students per year who have successfully completed the ADN program at BLINN into the UTMB RN-BSN program provided such students are holding a license to practice as a Registered Nurse at the time of admission and have completed all:
 - a. nursing courses with a GPA of 3.2
 - b. prerequisite courses and the Texas Core with a GPA of 3.0
 - c. nursing courses without any withdrawals or failures.
6. Coordinate with BLINN for the continuing process of planning, implementing, and evaluating this articulation effort;
7. Counsel BLINN graduates into appropriate tracks of the BSN or MSN degree programs;
8. Facilitate on a best efforts basis such student services, including financial assistance, schedules to accommodate the working nurse, and other considerations as are available at the time of transfer and admission.

UTMB SON and BLINN agree to:

1. Monitor the academic performance of BLINN students enrolling in UTMB SON programs, identify problems, and work cooperatively to adjust details of course sequence and content so that students can transfer with no academic disruptions.
2. Arrange articulation meetings to develop major course equivalency between UTMB SON and BLINN; and
3. Notify each other in writing on an annual basis concerning any contemplated curricular changes which would affect the future of this Agreement.
4. Prepare a schedule referencing the BLINN courses identified as prerequisites for UTMB SON admission which will be accepted for transfer and attach such schedule to this Agreement as Exhibit A with a review of such BLINN courses and UTMB SON program requirements at least annually and notification by UTMB to BLINN in writing of changes to Exhibit A).

UTMB and BLINN agree that:

1. All BLINN students applying for admissions to UTMB SON must meet all admission requirements and UTMB SON program prerequisites.
2. It is understood that more prerequisite courses may be required for the UTMB SON BSN degree program or for the UTMB SON program in which a BLINN student enrolls.
3. Nothing herein shall be construed as a guarantee of admission of students into UTMB SON or any particular program.

Term of Agreement:

Regardless of the dates of execution, this Agreement shall be effective beginning January 1, 2010, and shall continue until December 31, 2012. Thereafter, the term of this Agreement may be extended for successive 2-year terms by the written agreement of the parties. Either party may terminate this Agreement, without cause, by providing not less than 30 days advance written notice to the other party. This Agreement in no way precludes either institution from admitting students from other cooperating institutions or from articulating with other institutions. There is no financial obligation on the part of either institution to the other.

Notice:

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by depositing same in the US mail, postpaid and registered or certified and addressed to the party to be notified, with return requested; or by personal delivery to the person to be notified and addressed as follows or to such individuals as each party may notify the other in writing from time to time:

BLINN: Blinn College
 P.O. Box 6030
 Bryan, Texas 77805-6030
 Attention: Thena E. Parrott, PhD, RN
 Division Chair, Allied Health Division

UTMB: The University of Texas Medical Branch at Galveston
 301 University Boulevard
 Galveston, Texas 77555-0128
 Attn: Executive Vice president and Chief Business and
 Finance Officer

With copy to: Patricia L. Richard, PhD, RN
 Academic Administration-School of Nursing
 The University of Texas Medical Branch at Galveston
 301 University Boulevard
 Galveston, Texas 77550-1132
 Phone: (409) 772-8221
 plrichar@utmb.edu

Independence Contractor:

In no event shall this Agreement be construed to create a partnership, agency, joint venture or similar relationship between the parties hereto.

Indemnification:

To the extent authorized by the laws and Constitution of the State of Texas, BLINN indemnifies and hold UTMB harmless against any and all claims, demands, damages, liabilities, and costs incurred by UTMB which directly or indirectly result from or arise in connection with, any act or omission of BLINN, its agents, or employees, in performing BLINN obligations hereunder.

Governing Law and Venue:

This Agreement will be construed under and in accordance with the laws of the State of Texas without reference to its conflicts of law provisions. Subject to the sovereign immunity of the State of Texas, any lawsuit brought against UTMB SON under this Agreement may only be filed in the State District Court in Galveston County, Texas.

Entire Agreement and Amendments:

This Agreement constitutes the sole and only agreement of the parties hereto relating to the subject matter of articulation as stated herein and correctly sets forth the rights, duties and obligations of each to the other as of the effective date and throughout the term of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of either BLINN or UTMB and no amendment may be made to this Agreement except by written amendments signed by both parties.

EXECUTED as of the dates set forth below to be effective the 1st day of January 2010

2/11/10
Date

The University of Texas Medical Branch at Galveston
[Signature]
William R. Elger, CPA
Executive Vice president and Chief Business and Finance Officer

Content reviewed
CCJ

[Signature]
Date

[Signature]
Pamela G. Watson, ScD, RN
Dean and Professor
Rebecca Sealy Distinguished Centennial Chair
Vice President for Education
The University of Texas Medical Branch School of Nursing

Blinn College

1.14.2010
Date

[Signature]
Daniel J. Holt, PhD
President/CEO, Blinn College

11/30/09
Date

[Signature]
Thena E. Parrott, PhD, RN
Director Chair, Allied Health Division
Blinn College

