

**KIRKHOF COLLEGE OF NURSING
GRAND VALLEY STATE UNIVERSITY
AND
NORTHWESTERN MICHIGAN COLLEGE**

I. INTRODUCTION

The Kirkhof College of Nursing (KCON) at Grand Valley State University (GVSU) and the Nursing Program at Northwestern Michigan College (NMC) (collectively, the “Parties”) agree that students enrolled in the NMC Associate Degree in Nursing (ADN) program are eligible to apply for transfer admission to the KCON online/hybrid Bachelor of Science in Nursing program for Registered Nurses (RN-BSN). Students admitted to KCON and the RN-BSN program will be concurrently admitted to the NMC ADN program and KCON RN-BSN program per the provisions outlined in this Agreement.

II. ADMISSION

A. ADMISSION REQUIREMENTS TO KCON

NMC ADN students are eligible to apply for admission to the KCON RN-BSN program per the requirements outlined below:

Students apply as a degree-seeking student with declaration of nursing as their major to the baccalaureate program using the GVSU Office of Admissions application form and apply to the RN-BSN program by completing the KCON secondary application form. To determine when to apply, individual students should first meet with the GVSU KCON advisor.

Students must have a cumulative grade point average of 3.0 or higher or have earned a 3.0 GPA within their last 15 credits. In addition, a student must demonstrate completion of the required prerequisite courses with a minimum grade of C (2.0). Admission to the program is competitive; the most qualified candidates will be selected from the pool of candidates meeting the minimum criteria.

Students must complete the equivalent of Writing 150 to meet the transfer admission writing equivalent.

Students must complete the equivalent of Mathematics 110 (or pass a Mathematics Placement Test) to meet the transfer admission mathematics requirement.

Additional information regarding transfer admission to GVSU is available in the GVSU Catalog and KCON student handbook.

B. ENROLLMENT STATUS

NMC ADN students admitted to the KCON RN-BSN program will enroll in sessions at NMC while simultaneously completing the NMC ADN program. Students will be required to register and pay tuition and fees at each respective institution when concurrently enrolled.

Students will be eligible to continue enrollment in the KCON RN-BSN program upon graduation from the ADN program at NMC and the successful completion of all other KCON RN-BSN

program prerequisites including, but not limited to, a cumulative grade point average of 2.5 or higher at graduation from the ADN program, a grade of 2.5 or higher in each ADN required nursing course, and completion of all other prerequisite course work. Prior to enrollment in the 400-level nursing courses in the KCON RN-BSN program, the student must complete and maintain comprehensive health compliance obligations including, but not limited to, a criminal background check, fingerprinting, drug screening, immunizations, physical exams, technical standards, CPR, and relevant training. The KCON RN-BSN student will be scheduled for clinical practice at a variety of community hospitals and health care agencies, including home care, public health departments, and other ambulatory settings. Evidence of active unrestricted RN licensure in Michigan is also required before beginning the 400-level courses in the KCON RN-BSN program.

III. STUDENT ACCESS

A. ACCESS TO GVSU AND NMC FACILITIES

NMC ADN students who are admitted to the KCON RN-BSN program and who are concurrently enrolled at GVSU will be granted those privileges provided to all enrolled GVSU students including, but not limited to, housing, commuter parking, libraries, student organizations, athletic facilities and tickets, etc. Students will be eligible for NMC student privileges when enrolled at NMC. Students will be expected to abide by the rules and regulations of both institutions.

Students will be required, as a condition of admission to the program, to agree that their educational records as defined by the Family Educational Rights and Privacy Act and its implementing regulations may be disclosed by GVSU and NMC to each other.

B. FINANCIAL AID

Prior to admission and enrollment in the GVSU KCON RN-BSN program, NMC will process, award and disburse financial aid to students enrolled in the ADN program.

During the sessions of concurrent enrollment in the KCON RN-BSN and NMC ADN programs, GVSU will assume the responsibility for processing, awarding, and disbursing financial aid, to the extent that students are eligible at GVSU for financial assistance, as a part of the broad consortial commitment of the Agreement. GVSU will also assume responsibility for monitoring student eligibility, monitoring satisfactory academic progress, refund/repay calculations, record retention and reporting including the National Student Loan Data System and FISAP. Financial aid refunds received by students through GVSU may be used to help cover the costs of tuition and fees for coursework at NMC during co-enrolled periods.

GVSU will notify NMC of any concurrently enrolled students receiving financial aid through this Agreement so that NMC may provide GVSU with information about the number of NMC credit hours in which students are enrolled and about enrollment changes, including drops and withdrawals, and grades received for enrolled courses at the end of the sessions.

IV. STUDENT PERFORMANCE AND DEGREE OPTIONS

A. ACADEMIC PERFORMANCE

Students enrolled in the NMC ADN courses are required to comply with the academic standards of NMC and the NMC ADN nursing program. Student enrolled in the KCON RN-BSN courses are required to comply with the academic standards of GVSU and the academic standards of the KCON RN-BSN program. Any student whose academic record does not meet the academic requirements to remain in good standing is subject to appropriate academic action at the respective institution.

B. DEGREE OPTIONS

Students concurrently admitted to the NMC ADN program and the KCON RN-BSN program will work toward completion of the NMC ADN program. Upon graduation from the ADN program and successful completion of all other KCON RN-BSN prerequisites, students will continue to work toward completion of the KCON RN-BSN program. A maximum of 60 semester credits may be transferred from NMC to GVSU. An additional 30 semester credits will be granted by GVSU for successful completion of NMC ADN program courses. Students will be completing their final 30 credits at GVSU. Information regarding GVSU graduation requirements is available in the General Academic Policies –Degree Requirements for a Bachelor’s Degree in the GVSU Undergraduate Catalog.

V. POLICIES AND LEGAL INDEMNITIES

A. PROGRAM REVISIONS

Both GVSU and NMC agree to notify each other promptly of revisions to their respective programs and changes in accreditation status.

B. INDEMNIFICATION

Each party assumes responsibility for any claims, actions, causes of action, costs, expenses and losses (including attorneys’ fees) resulting from or caused by its acts or omissions or the acts or omissions of its employees pursuant to the Agreement.

C. NONDISCRIMINATION

Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, gender, age, height, weight, marital or familial status, ethnicity, religion, national origin, disability, or other legally protected characteristic.

D. GENERAL TERMS

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements, understandings, proposals, and/or discussions, whether written or oral, between the parties on this subject matter. Any changes to the Agreement must be in writing and signed by both NMC and GVSU. There are no third party beneficiaries to the Agreement.

E. REVIEW AND TERMINATION

The term of this Agreement shall be three years from the last date of the signatures of both parties and shall be automatically renewed unless either party gives a least 90 days' written notice of its intention not to renew. Students enrolled in the program at the time that notice of non-renewal is given will be permitted to complete the program. The agreement may otherwise be terminated by either party with a minimum of 180 days written notice. Students enrolled in the NMC ADN program and admitted to the GVSU KCON RN-BSN program at termination or non-renewal of the Agreement will have the opportunity to complete the GVSU KCON RN-BSN program within four years of their admission.

F. CONTACTS

Primary contacts for this agreement are:

Kirkhof College of Nursing

Name: Cynthia McCurren PhD RN
Title: Dean
Dept.: Nursing
Address: 301 Michigan St. NE
Grand Rapids, MI 49503-3314

Phone: (616) 331-5726
Fax: (616) 331-2510
Email: mccurrec@gvsu.edu

NMC ADN Nursing Program

Name: Laura Schmidt DNP FNP-BC
Title: Director of Nursing & Allied Health
Dept.: Nursing
Address: Biederman Building 103P
1701 E. Front Street
Traverse City, MI 49686

Phone: (231)995-1245
Fax: (231)995-1950
Email: lschmidt@nmc.edu

VI. OTHER PROVISIONS

A. COMPLIANCE

Each Party shall be solely responsible for ensuring its own compliance with Federal, State, and Local laws, rules and regulations.

B. APPLICABLE LAW

This Agreement will be governed by the laws of the State of Michigan, without regard to its choice of laws or conflict of law provisions. All disputes under this Agreement shall be resolved in the federal and state courts of the State of Michigan, and the Parties to the Agreement hereby consent to the jurisdiction of the federal and state courts of the State of Michigan.

C. NOTICE

Notices required under this Agreement shall be in writing and shall be sent registered mail or certified mail, return receipt requested. Such notices shall be addressed to the parties at the addresses set forth in paragraph V.F. above, or at such other address as may be specified by either party.

D. NO PARTNERSHIP

The Parties agree that neither party is an employee of the other, and that both Parties are separate legal entities. Both Parties agree that the services and obligations under this Agreement do not create a Partnership, as that term is defined by Michigan business entity law, and that neither Party has any right to bind the other Party hereto to any obligations(s) or indebtedness. The Parties also agree that the employees and students of NMC are not employees, agents and/or representatives of GVSU, and that the employees and students of GVSU are not employees, agents and/or representatives of NMC. Each Party will be responsible for all employment rights and benefits of their own employee(s), including without limitation: (i) federal, state, and local income and employment taxes and social security contributions; (ii) workers' compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (iii) insurance.

E. ASSIGNMENT

The Parties may not assign or subcontract any rights or obligations under this Agreement.

F. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees (other than attorney fees which shall be paid by the Party incurring them) associated with the mediation shall be shared equally by the parties.

G. SEVERABILITY AND WAIVER

If any provision, term or clause of this Agreement is found to be invalid or unenforceable by any court of law, such invalidity or unenforceability shall not affect the validity of all other provisions, terms or clauses in the Agreement. The failure of either party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions, nor affect any rights to enforce any provisions of the Agreement in the future.

H. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any event which is beyond reasonable control, including without limitation acts of God, flood, fire, natural disaster, war or military hostilities, or labor stoppage, provided that the party claiming force majeure promptly notifies the other party as soon as such event occurs.

I. CONSTRUCTION WITHOUT REGARD TO DRAFTSMANSHIP

This Agreement has been negotiated at arm's length and carefully reviewed by both parties, and should not be construed against any party with regard to draftsmanship.

J. HEADINGS

The paragraph headings used in this Agreement are for convenience only and shall not be used in any way to interpret, construe or govern this Agreement.

K. COUNTERPARTS

This Agreement may be executed in two or more counterparts, and all counterparts thus executed shall constitute one binding agreement.

Signing for Grand Valley State University

Signing for Northwestern Michigan College

Cynthia McCurren 5/24/19
Date

Laura Schmidt 5/24/19
Date

Cynthia McCurren PhD RN
Dean, Kirkhof College of Nursing

Laura Schmidt DNP FNP-BC
Director of Nursing & Allied Health

Maria Cimitile 5/7/19
Date

Stephen Siciliano 5/24/19
Date

Maria Cimitile PhD
Provost and Executive Vice President
for Academic and Student Affairs

Stephen Siciliano PhD
Vice President for Educational Services