ARTICULATION AGREEMENT Between Central Connecticut State University And

Goodwin College

This articulation agreement is made by and between the Board of Trustees for the Connecticut State University System, a constituent unit of the State of Connecticut System of Higher Education, acting on behalf of Central Connecticut State University, having a principal place of business at 1615 Stanley Street, New Britain, Connecticut (hereinafter referred to as "CCSU"), and Goodwin College, a private institution of higher education having a principal place of business at 745 Burnside Ave, East Hartford, Connecticut (hereinafter referred to as "GC" or the "Contractor"). CCSU and GC hereby agree and covenant as follows:

WHEREAS, CCSU and GC are both institutions of higher institution; and

WHEREAS, CCSU and GC wish to collaborate to facilitate the orderly transfer of certain nursing students enrolled at GC into the Bachelor of Nursing Program at CCSU;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Term and Termination</u>. This Agreement shall become effective on May 15th, 2008, and shall remain in effect until terminated by either party in accordance herewith. Either party may terminate this Agreement by giving six (6) months' written notification to the other party, delivered in accordance with Section 6 hereof. The parties agree that should either party terminate this Agreement, students who have been accepted to CCSU pursuant to the Agreement prior to the effective date of termination will not be affected by the termination.
- 2. <u>Eligible GC Students</u>. GC students eligible for transfer to CCSU pursuant to this Agreement are those students enrolled in GC's two-year Nursing Program who: (i) have earned Associate's Degrees in Nursing with a minimum of sixty (60) earned credits; (ii) have a cumulative college grade point average of 2.0 or better; and (iii) are currently licensed as Registered Nurses in Connecticut (hereinafter referred to as the "GC Students.")

3. CCSU'S Obligations. CCSU agrees to:

- A. Accept GC Students who apply to transfer to CCSU if they meet all standard requirements for transfer admission to CCSU, including, but not limited to, specific requirements pertaining to admission to CCSU's Nursing Program and to admission of international students (if applicable).
- B. Accept total equivalent credit in transfer from the GC Students who have earned a GC Associate's Degree. Total credit refers to the total number of credits applied to the Associate's Degree as shown on the students' official transcripts. CCSU shall award course credit in accordance with the table set forth below:

CCSU Courses	Credits	GC Courses	Credits
Study Areas			
Arts/Humanities	9*		
Lit. – Eng. 200 level	3	Humanities Elective: Art,	3
(I)***Art/Religion/Theatre/	3	Communication, Film,	
Music/Philosophy	3	Foreign Language, Lit.,	
		Music, Philos., Theater	
Social Sciences	9*		
Hist. 142-West. Civ./Hist. 121-	3		
World Civ. (I)***			
Geog. 120/World Reg. Geog.	3		
(I)***			
PS 110/448	3		
Behavioral Sciences	6		
Psy. 112 Gen'l Psych.	3	Psy 112 Intro to Psych.	3
Soc. 110 Intro.to Sociology	3	Soc 101 Intro. to Soc.	3
Biological Sciences	6		
Bio/BMS 318 A & P I	4	Bio 211 A & P I	4
Bio/BMS 319 A & P II	4	Bio 212 A & P II	4
Skill Areas			
Communications	6		
Eng. 110/English Comp.	3	English 101 Comp. & Lit.	3
Speech - Comm. 140/	3	Comm. 101 Pub. Speak.	3
Public Speaking			
Mathematics	6		
CS110 Intro to Internet◆	3		
Stat. 215 (w. probab.)	3		
Lang. Profic. Req.	0-6		
3 yrs HS Study (same	<u> </u>		
consecutive lang.)			
Tested proficiency		}	
Courses level 112 or			
Higher			
P.E. – Req. (see footnote)			
Directed Electives			
BMS/Bio 412 Hum.Physiol	3		
Bio 315-Microbial Ecol.	3	Microbiology Bio 235	4

- *No more than 6 credits in one discipline
- *** (I) See International Requirements All students must have 6 credits of International for Graduation.
- ** Courses transfer under the Connecticut Articulation Model for Nurse Educational Mobility (30 credits) prior to enrolling in Nurse 303.
- PE (First year students only). Transfer students may take any course in any Skill Area with the exception of the Intro. to Language Courses (111).

- C. Award the GC Students who have been accepted to CCSU's Bachelor of Science in Nursing program thirty (30) general elective credits to each GC Student who presents to CCSU a valid copy of his or her Connecticut Registered Nurse license and all supporting transcripts.
- D. Provide admitted GC Students with a course-by-course transfer evaluation and inform students of any requirements that still need to be satisfied for CCSU's BSN program.
- E Provide GC on a regular basis with current catalogs, application materials, and information relating to requirements for transfer and admission.

4. GC'S Obligations. GC agrees to:

- A. Publicize this Agreement and the opportunities for transfer among its nursing students, faculty and staff.
- B. Inform nursing students, faculty and staff of the Agreement's terms and conditions.
- C. Advise students transferring to CCSU from GC that:
 - (i) admission to CCSU does not automatically constitute admission into a specific CCSU academic program and that transfer students must meet all requirements and satisfy all prerequisites pertaining to admission into specific academic programs;
 - (ii) they will be bound by the curriculum requirements for CCSU's Nursing Program in effect at the time of their admission to CCSU;
 - (iii) in order to earn a Bachelor's of Science Degree in Nursing, they must successfully complete all required courses;
 - (iv) credits awarded by GC for coursework successfully completed in disciplines not offered by CCSU will transfer to CCSU as general elective credits; and
 - (v) Students transferring from GC to CCSU under this Agreement will be subject to the same application and financial aid deadlines as are other transfer students.
- D. Provide assistance to transfer students to facilitate the accurate and timely submission of admission applications and supporting documentation.

- 5. <u>Monitoring of Performance</u>. The parties will jointly monitor the academic performance of GC transfer students and work cooperatively to minimize transfer and matriculation problems.
- 6. <u>Notice</u>. Any notification required to be provided pursuant to this Agreement shall be made in writing, sent via facsimile, overnight delivery, or certified mail, return receipt requested, and shall be considered delivered on the date of delivery to the intended recipient. Any notification required to be provided pursuant to this Agreement shall be sent to the following person, as applicable:

If to CCSU: Ms. Myrna Garcia-Bowen

Director, Academic Articulations & Partnerships

Emma Hart Willard Hall, Room 114 Central Connecticut State University

1615 Stanley Street, New Britain, CT, 06050-4010;

If to GC:

Ms. Ann Clark Vice President Goodwin College 745 Burnside Avenue

East Hartford, CT 06108-2777.

7. Executive Orders.

Executive Order No. 3: This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and as such this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by State Labor Commissioner to implement Executive Order No. 3, and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

Executive Order No. 17: This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17 notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference made a part hereof. The parties agree to abide by said

Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.

Executive Order No. 16: This contract is also subject to provisions of Executive Order No. Sixteen of Governor John J. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that:

- (i) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in section (ii) below;
- (ii) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
- (iii) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site; and
- (iv) The Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules.

The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed under this contract shall contain these provisions.

<u>Executive Order No. 7C</u>: This Agreement is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Agreement, as part of the consideration hereof, agree that:

a. The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

- (i) A violation of the State Ethics Code (Chapter 10 of the General Statutes) or section 4a-100 of the General Statutes; or
- (ii) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- b. For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all contracts between state agencies and private entities with a value of \$50,000.00 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- 8. <u>Non-Discrimination</u>. The Contractor agrees to the following provisions required pursuant to section 4a-60 of the Connecticut General Statutes:
- For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or person: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts For purpose of this section, will not be sufficient to comply with such requirements. "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (1) The Contractor agrees and warrants that in the performance of this contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not be limited to: blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and with Conn. Gen. Stat. sections 46a-56, as amended by Public Act 07-142, 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as they relate to the provisions of this section and section 46a-56, as amended by Public Act 07-142. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. section 46a-56; provided, if such Contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- (1) The Contractor agrees and warrants that in the performance of the contract (g) such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the general statutes, as amended by Public Act 07-142; (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56 of the general statutes, as amended by Public Act 07-142.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- 9. <u>Claims Against the State</u>. GC agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and GC further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 10. Applicable Law. This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. GC shall at all times comply