Transfer Articulation Agreement Between

Holy Name Medical Center, Inc., which operates Holy Name Medical Center School of Nursing (collectively, "HNMCSON")

And

Montclair State University School of Nursing ("MSU") to permit the

Holy Name School of Nursing Diploma in Nursing Program

to transfer as credit toward the

Montclair State University BSN Degree Program

The parties are entering into this agreement to facilitate the transfer of course credit and individuals who are graduates from the HNMCSON with the Diploma in Nursing for acceptance into the Bachelor of Science, Nursing (BSN) Degree program offered by the School of Nursing at MSU. The obligations of each party are identified in this Agreement and Exhibit A which is incorporated by reference.

The Agreement incorporates by reference Exhibit B which identifies all courses which may be transferred from HNMCSON to MSU to attain a BSN. Changes to the courses identified in this Agreement by either institution will require this Agreement to be amended in writing signed by both parties.

The Agreement is in full compliance with laws governing higher education in the State of New Jersey.

The terms of the Agreement apply to those individuals graduating from HNMCSON with a Diploma in May 2018 and admitted to MSU's BSN after August 2018.

The parties agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under.

The parties shall comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4

Any dispute arising under this Agreement shall be resolved under New Jersey law, without regard to choice of law principles, and by the Superior Court of New Jersey venued in the State of New Jersey.

MSU is an agency of the State of New Jersey. Any agreement or arrangement signed or entered into on behalf of the State of New Jersey by a State official or employee shall be subject to all of the provisions of the New Jersey Torts Claims Act, NJSA 59:1-1 et seq., the New Jersey Contractual Liability Act, NJSA 59:13-1, et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its agencies and employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment and claims against

the State of New Jersey against its employees for which the State of New Jersey is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the University or its employees should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard Hughes Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self-funds for Workers Compensation and Disability.

The parties agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act.

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

The Agreement contains the entire Agreement between the Parties relating to the program identified herein. In the event the parties have entered into written agreements signed by authorized representatives of the Parties that govern other programs not identified herein, such agreements are not amended or superseded and shall remain in full force and effect. Unless otherwise modified in writing and signed by an authorized representative of the Parties, all terms of this Agreement and other agreements shall remain in full force and effect.

This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties.

No payment of monies will be required or exchanged between the Parties in connection with the Agreement. Any individual students enrolled in at MSU under this Agreement shall be personally responsible for tuition and fees due to the MSU in accordance with MSU's applicable policies.

If one party believes the decision of the other was not consistent with this Agreement, the parties shall consult with each other and seek to achieve resolution of the matter. If the parties cannot achieve resolution of the matter, the dispute may be submitted to a single arbitrator acceptable to both parties for dispute resolution. The costs of the dispute resolution process shall be borne equally by the parties involved in the appeal.

If MSU rejects a HNMCSON graduate from admission to MSU's BSN Degree program under this Agreement, the student shall be provided the right to appeal MSU's decision. The student must submit the appeal in writing with an explanation in support of his/her request to be reconsidered for admission, including but not limited to, information in support of their candidacy that was not available or presented previously. The appeal must be submitted by the student to the MSU program director within 30 days of receiving the decision. MSU will provide a decision to the student within 60 days of receipt of the appeal. The decision of MSU will be final. HNMCSON will be informed of the nature of the appeal and the decision by MSU.

The term of this Agreement shall be five (5) years and shall automatically renew annually unless terminated by either party. Either party may terminate this agreement at any time upon 30 days written notice. Students enrolled in the program at the time of termination will have the option to complete their BSN degree at Montclair State University.

The foregoing terms and conditions are agreed to and accepted by the parties by affixing their signature below. This Agreement may be signed in counterparts and shall be enforceable by facsimile or original signature.

For: Holy Name Medical Center, Inc.

Barbara Blackwell EdD, RN-BC

Director School of Nursing

Sheryl Slonim

Executive Vice President,

CNO Holy Name Medical Center

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Date

For: Montclair State University

Janice Smolowitz, EdD, RN, ANP-BC

Dean School of Nursing

Susan A. Cole, PhD

President

Montclair State University

Date

Exhibit A

The objectives of this articulation agreement:

- To facilitate HNMCSON nursing students' ability to obtain a BSN degree from MSU while enrolled in the HNMCSON Diploma program.
- To define the admission process for students enrolled in the Diploma in nursing program at HNMCSON who wish to apply to the BSN program at MSU.
- To delineate the transfer of course credit for students enrolled in the Diploma program at HNMCSON to MSU toward its BSN program.

The parties agree to the following conditions to this agreement:

- The Application Fee is waived by MSU;
- Students enrolled in the HNMCSON Nursing Diploma program may apply for entry into the MSU BSN program during their last semester of study prior to graduating from HNMCSON. Students must graduate from HNMCSON Diploma in Nursing program before entering the BSN program at MSU. If accepted for admission by MSU, HNMCSON graduates must successfully pass the NCLEX-RN exam within 6 months of matriculation at MSU to continue in the BSN program;
- A minimum GPA equivalent to 2.75/4.0 for courses earned at HNMCSON is required. Upon acceptance by MSU, students must maintain the minimum GPA required by MSU's Academic Policies for all other students in the BSN degree program;
- Montclair State University will accept all nursing, general education, and nursing science course credits required to complete the Diploma program, as outlined in Exhibit B.
- Transfer credit will not be awarded for courses identified in the attached Exhibit B unless a
 grade of "C" or higher is earned by the student at HNMCSON.
- Unless otherwise identified in Exhibit B, a course equivalency list will be developed and maintained by HNMCSON and MSU during the Term of the Agreement that reflect each institution's academic policies.
- Holy Name Medical Center School of Nursing students transferring to MSU will be eligible for financial aid and the distribution of financial aid funds in accordance with MSU policies and all applicable laws.
- A staff member will be assigned by HNMCSON and MSU to manage this Agreement and facilitate communications to students.
- Holy Name Medical Center School of Nursing will provide its students information concerning the program created by this Agreement and courses that are eligible for transfer to MSU in accordance with the Agreement.
- Students accepted for admission to MSU shall be required to complete a sequential set of courses in World Languages as a graduation requirement for the BSN Degree.
- All students accepted for admission by MSU must complete 32 credits at MSU in courses identified by MSU appropriate for the BSN Degree.

Exhibit B: Course Equivalencies

General Education Courses Required by HNMCSON that transfer to MSU SON

Holy Name Medical Center School of Nursing		Montclair State University School of Nursing	
Course (Title)	CR	Course (Title)	CR
English Composition (Cm120)	3	College Writing I (WRIT 105) (C1)	3
Introduction to Sociology (So 121)	3	Social Sciences (K3)	3
Humanities elective Introduction to Philosophy (Pi 100) or Intro to Philosophy (PHR 101)	3	Philosophy or Religion (F2)	3
*Humanities elective Forms of Literature (EL 123)	3	* Elective credit	3
Contemporary Issues in Bioethics (Pi 254)	3	* Elective credit	3
Introduction to the Visual Arts (Ar 127)	3	* Elective credit	3
Credits			18

Course Equivalencies Required for HNMCSON Nursing Major that Transfer to MSU

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20)	18
l courses accepted from HNMCSON	
I courses accepted from HNMCSON	for Nursing
neory and Clinical Foundation	
1	
	45
	nts

C. Communication	
Literature	
Fundamentals of Speech	
H. Mathematics Math 109 Statistics	
K. Non-western Cultural Perspective	
Total credits	12
Graduation Requirements	
World Language 1	
World Language II	
World Culture Requirement (May be filled by (K) Non-western Cultural Pers	spective or NURS430)
Total Credits	6
Upper Division MSU Courses required for BSN Degree from MSU	
Upper Division at MSU	CR
Pathophysiology with Integration of Pharmacology (NURS 300)	3
Genetics & Genomics for Clinical Nursing (NURS305)	3
Health Assessment Throughout the Lifespan (NURS 310)	4
Scholarly Writing for the Nursing Professional (NURS 450)	3
Nursing Care in the Adult and Aging (NURS330)	3
Information Technology and Project Management (NURS 340)	3
Evidence Based Practice in Nursing (NURS 350)	3
Leadership in Nursing: Theory and Application (NURS 410)	3
Interdisciplinary Communication and Education (NURS 420)	3
Population and Global Health (NURS 430)	3
Population and Global Health (NURS 431)	1
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Integration Practicum (NURS 440)	3

Chemistry 105 – Introduction to Chemistry is waived for HNMCSON graduates.

*Health Assessment throughout the lifespan (NURS310) is waived for HSN graduates. This coursework is incorporated in the 45 credits of Nursing Theory and Clinical Foundation.

Montclair State University School of Nursing will accept a total of 81 credits from HNMCSON. Additional credits earned will be evaluated on an individual basis. Student admitted to the MSU RN-BSN program may choose to challenge up to 10 credits of upper division nursing courses by examination in consultation with their advisor or the undergraduate program director. The last 32 credits of upper division nursing major courses must be completed at MSU to have the BSN degree conferred by MSU.