

**Transfer Articulation Agreement  
Between**

**Warren County Community College**

**And**

**Montclair State University  
to permit the**

**Warren County Community College  
Associate of Science Degree in Nursing Program**

**to transfer as credit toward the**

**Montclair State University Bachelor of Science in Nursing Degree Program**

The parties are entering into this agreement to facilitate the transfer of course credit and individuals who are graduates of the Associate of Science (AS) in Nursing Degree program at WCCC for acceptance into the Bachelor of Science, Nursing (BSN) Degree program offered by the School of Nursing at Montclair State University (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 WCCC to MSU to attain a BSN degree. 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 WCCC with an AS in spring 2022.

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 and WCCC are agencies 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 arbitration for dispute resolution. An arbitration panel comprised of three persons and three alternates. One member and alternate of the Panel shall be former academic officers nominated by MSU; one member and alternate of the Panel shall be former academic officers nominated by WCCC; and one member and alternate of the Panel shall be nominated by the Commission on Higher Education. The alternate member shall serve whenever the regular member is unavailable or has a current or prior affiliation with one of the institutions involved in the dispute. The costs of the dispute resolution process shall be borne equally by the parties involved in the appeal.

If MSU rejects an WCCC AS Nursing Degree 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. WCCC 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.

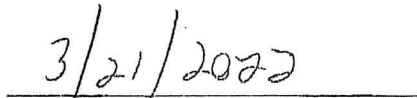
The foregoing terms and conditions are agreed to and accepted by the parties by affixing their signature below. This Agreement may be signed in counterparts and shall be enforceable by facsimile or original signature.

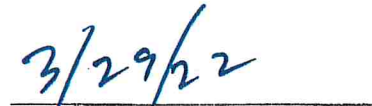
For: Warren County Community College

For: Montclair State University

  
\_\_\_\_\_  
Dr. Will Austin  
President

  
\_\_\_\_\_  
Jonathan Koppell  
President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



#### Exhibit A

The objectives of this articulation agreement:

- To facilitate WCCC nursing students' ability to apply to the BSN degree at MSU while enrolled in the WCCC AS Nursing Degree program.
- To define the admission process for students enrolled in the AS in nursing degree at WCCC who wish to apply to the BSN program at MSU.
- To delineate the transfer of course credit for students enrolled in the AS in nursing degree at WCCC 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 WCCC AS Nursing Degree program may apply for entry into the MSU BSN program during their last semester of study prior to graduating from WCCC. Students must graduate from WCCC with an AS Nursing Degree before entering the BSN program at MSU. If accepted for admission by MSU, WCCC graduates must successfully pass the NCLEX-RN exam within 6 months of matriculation at MSU to continue in the BSN program;
- A minimum GPA of 2.5 for courses earned at WCCC 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 AS degree, as outlined in Exhibit B and which total 60 credits.
- 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 WCCC.
- Unless otherwise identified in Exhibit B, a course equivalency list will be developed and maintained by WCCC and MSU during the Term of the Agreement that reflect each institution's academic policies.
- WCCC 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 WCCC and MSU to manage this Agreement and facilitate communications to students.
- WCCC 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 an undergraduate statistics course and the upper division nursing courses identified in Exhibit B as a graduation requirement for the BSN Degree.
- Thirty proficiency credits will be applied to the graduation requirement when the student presents documentation that the NCLEX-RN examination has been successfully completed.
- All students accepted for admission by MSU must complete 30 credits at MSU in courses identified by MSU appropriate for the BSN Degree.

Exhibit B:

General Education Course Equivalencies Required by MSU that may be taken at MSU or any approved course at a college/ university.	
Montclair State University	Warren County Community College
Course Title	Statistics
Statistics (MATH 109) 3 CR	MAT 151

MSU Nursing Major Courses required for BSN Degree from MSU	
<i>Nursing Courses</i>	CR
Info Technology & Nursing Practice (NURS 340)	3
Evidence Based Practice in Nursing (NURS 350)	3
Genetics & Genomics In Clinical Nursing (NURS 406)	3
Leadership in Nursing: Theory & Application (NURS 410)	3
Transprofessional Communication & Collaboration (NURS 420)	3
Population & Global Health: Didactic & Practicum (NURS 432)	4
Integration Seminar and Practicum (NURS 440)	5
Nursing Scholarship (NURS 450)	3
Total Credits	27

Credit Assignment: Courses Required for Completion of AS Degree at WARREN	
ENG 140 English Composition	3
ENG 141 English Composition I	3
PSY 101 Introduction to Psychology	3
PSY 175 Human Growth & Development	3
BIO 262 Anatomy & Physiology I	4
BIO 263 Anatomy & Physiology II	4
BIO 264 Microbiology	4
CHE 110 Introductory Chemistry	4
NSG 101 Nursing I	6
NSG 102 Nursing II	1
NSG 103 Nursing III	8
NSG 204 Nursing IV	8
NSG 205 Nursing V	7
NSG 206 Contemporary Nursing	2
TOTAL CREDITS	60

Montclair State University will accept a total of 60 credits from the WCCC AS Program by MSU. Students may elect to take an undergraduate Statistics course at MSU or WCCC to meet the Statistics requirement. Thirty (30) credits of which 27 credits are upper division nursing major courses must be completed at MSU to have the BSN degree conferred by MSU.

Thirty proficiency credits will be applied to the graduation requirement when the student presents documentation that the NCLEX-RN examination has been successfully completed.