

**Transfer Articulation Agreement  
Between**

**Essex County College  
And**

**Montclair State University  
to permit the**

**Essex County College Associate in Applied 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 in Applied Science (AAS) in Nursing Degree program at Essex County College (ECC) 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 ECC 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 ECC with an AAS in May 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 and ECC 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 ECC; 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.

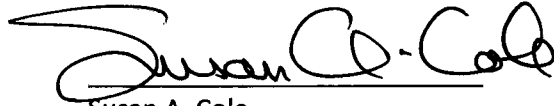
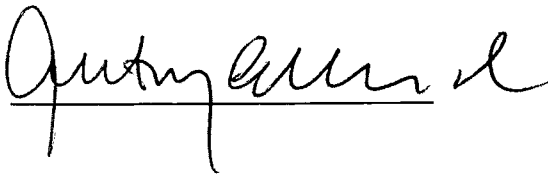
If MSU rejects an ECC AAS Nursing Degree graduate from admission to MSU's BSN Degree program under this Agreement, the student shall be provided the right to appeal MSU's decision. The student must submit the appeal in writing with an explanation in support of his/her request to be reconsidered for admission, 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. ECC 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: Essex County College

For: Montclair State University



Susan A. Cole  
President

7/3/18  
Date

7/25/18  
Date

#### Exhibit A

The objectives of this articulation agreement:

- To facilitate ECC nursing students' ability to apply to the BSN degree at MSU while enrolled in the ECC AAS Nursing Degree program.
- To define the admission process for students enrolled in the AAS in nursing degree at ECC who wish to apply to the BSN program at MSU.
- To delineate the transfer of course credit for students enrolled in the AAS in nursing degree at ECC 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 ECC AAS Nursing Degree program may apply for entry into the MSU BSN program during their last semester of study prior to graduating from ECC. Students must graduate from ECC with an AAS Nursing Degree before entering the BSN program at MSU. If accepted for admission by MSU, ECC 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 ECC 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 AAS degree, as outlined in Exhibit B and which total 66 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 ECC.
- Unless otherwise identified in Exhibit B, a course equivalency list will be developed and maintained by ECC and MSU during the Term of the Agreement that reflect each institution's academic policies.
- Essex County College 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 ECC and MSU to manage this Agreement and facilitate communications to students.
- Essex County College 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 (including Humanities) Courses Required by ECC and MSU**

Essex County College		Montclair State University	
<i>Course (Title)</i>	<i>CR</i>	<i>Course (Title)</i>	<i>CR</i>
College Composition I (ENG101)	3	College Writing I (WRIT 105) (C1)	3
College Composition II (ENG102)	3	College Writing II (WRIT 106) (C2)	3
Introduction to Sociology (SOC 101)	3	Social Sciences (K3)	3
Historical Perspective requirement	3	Elective Credit-Gen Ed	3
Credits	12		12

**General Education Course Equivalencies Required by MSU that may be taken at ECC or MSU**

Essex County College		Montclair State University	
<i>Course (Title)</i>	<i>CR</i>	<i>Course (Title)</i>	<i>CR</i>
Statistics and Probability (MTH 101)	4	Statistics (MATH 109)	3
Introduction to Problems in Philosophy (PHI 101) or Comparative Religion (REL 105)	3	Philosophy or Religion	3
Modern Latin American Literature (ENG 242) or African and Caribbean Literature (ENG 232)	3	Non Western Cultural Perspective	3
Total credits			9-10

**World Culture Equivalency Requirements required by MSU that may be taken at ECC or MSU**

Essex County College		Montclair State University	
World language (select one from the following: SPN 101, SPN 201, ITL 101, FRN 101)	3	World language 1	3
World language 2 (select one from the following: SPN 102, SPN 202, ITL 102, FRN 102)	3	World language 2	3
*World Cultures (MSU NURS430 meets this requirement)	0	*World Cultures (NURS430 meets this requirement)	0
Credits			6

**Course Equivalencies Required for ECC Nursing Major Evaluated for Transfer**

Essex County College		Montclair State University	
<i>Course (Title)</i>	<i>CR</i>	<i>Course (Title)</i>	<i>CR</i>
General Psychology (PSY101)	3	Introduction to Psychology (PSY101)	3
Anatomy & Physiology 1 (BIO 121)	4	Anatomy & Physiology 1 (BIOL 244)	4

Anatomy & Physiology 2 (BIO 122)	4	Anatomy & Physiology 2 (BIOL 245)	4
Microbiology (BIO211)	4	Applied Microbiology (BIOL255)	4
Chemistry (CHM 101 or 103)	4	General Chemistry (CHEM114)	3
Credits	19		19
<b><i>Nursing Major Coursework</i></b>			
	<u>CR</u>	All courses accepted from ECC for Nursing Theory and Clinical Foundation	
Nursing I(NRS104)	6		
Nursing II (NRS114)	8		
Pharmacology (BIO251)	3		
Nursing III(NRS206)	8		
Nursing IV(NRS216)	8		
Nursing Seminar (Nursing V)	2		
Credits			35
<b>MSU Nursing Major Courses required for BSN Degree from MSU</b>			
<u><i>Nursing Courses</i></u>			<u>CR</u>
*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 320)			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-didactic (NURS430)			3
Population and Global Health - clinical(NURS 431)			1
Integration Practicum (NURS-440)			0
Human Growth And Development across the Lifespan (NURS220). This course is waived for ECC graduates at the content is covered in nursing theory coursework Incorporated in the AAS degree.			
Credits			32
<b>Total Credits</b>			

**Credit Assignment: Courses Required for Completion of AAS, Nursing at ECC**

Course	CR
<u><i>RN courses</i></u>	35
<u><i>Sciences for Nursing</i></u>	
General Psychology (PSY101)	3
Anatomy & Physiology 1 (BIO 121)	4
Anatomy & Physiology 2 (BIO 122)	4
Microbiology (BIO 211)	4
Chemistry (CHM 101 or 103)	4
	19
<u><i>General Education/Humanities</i></u>	
College Composition I (ENG 101)	3

College Composition II (ENG102)	3
Intro to Sociology (SOC101)	3
Historical Perspective requirement	3
Credits for General Education Humanities	<b>12</b>
Total Credits are accepted from the AAS program in Nursing at ECC	<b>66</b>

**Credit Assignment: Course Equivalencies Required by MSU that may be taken at ECC or MSU**

Essex County College		Montclair State University	
<i>Course (Title)</i>	<i>CR</i>	<i>Course (Title)</i>	<i>CR</i>
Introduction to Problems in Philosophy (PHI 101) or Comparative Religion (REL 105)	3	Humanities elective-Philosophy or Religion	3
Modern Latin American Literature (ENG 242) or African and Caribbean Literature (ENG 232)	3	Non-western cultural perspective	3
Nutrition ( HSC 101 or HSC 102)	3	Nutrition (NUFD182)	3
Statistics and Probability ( MTH 101)	4	Statistics (MATH109)	3
Total credits		<b>12-13</b>	

**Credit Assignment: World Culture Requirements for MSU that may be taken at ECC or MSU**

Essex County College		Montclair State University	
World language 1(select one from the following: SPN 101, SPN 201, ITL 101, FRN 101)	3	World language 1	3
World language 2 (select one from the following: SPN 102, SPN 202, ITL 102, FRN 102)	3	World language 2	3
World Cultures (met at MSU)	0	World Cultures (NURS430 meets this requirement)	0
Credits	<b>6</b>		<b>6</b>

Montclair State University will accept a total of 66-67 credits from the AAS program in Nursing at ECC. An additional 21 credits can be transferred from ECC so that a total of 88 credits can be transferred to MSU. Students may elect to complete some or all of the additional 21 credits at ECC or MSU. Thirty-two credits of upper division nursing major courses must be completed at MSU to have the BSN degree conferred by MSU.

\*Up to 10 credits from these courses can be challenged by examination, after enrollment at MSU as part of the life-experience program.