PROGRAM-TO-PROGRAM ARTICULATION AGREEMENT BETWEEN EAST STROUDSBURG UNIVERSITY OF PENNSYLVANIA AND BERGEN COMMUNITY COLLEGE

AS in Professional Studies-Health Science Track to BS in Public Health

WHEREAS, East Stroudsburg University of Pennsylvania, located at 200 Prospect Street, East Stroudsburg, Pennsylvania, 18301, an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, (hereinafter called "ESU"), offers a Bachelor of Science in Public Health and

WHEREAS Bergen Community College, located at 400 Paramus Road, Paramus, NJ 07652 (hereinafter "BCC"), offers an AS Degree in Professional Studies-Health Science Track; and

WHEREAS, ESU and BCC desire to facilitate the transfer of students from an AS Degree in Professional Studies-Health Science Track at BCC to the Bachelor of Science in Public Health program at ESU and avoid duplication of degree requirements where possible; and

WHEREAS, subject to the terms of this Agreement, a student who has earned the AS Degree in Professional Studies-Health Science Track at BCC shall be guaranteed admission to ESU.

NOW THEREFORE, ESU and BCC officially confirm the following terms of this Agreement:

- a. Minimum Qualifications. In addition to the other requirements set forth in this Agreement, to be eligible for transfer from BCC to ESU under this Agreement, a student must:
 - 1) Graduate from BCC with a grade point average ("GPA") of 2.00 (on a 4.0 scale);
 - 2) Graduate from BCC with a minimum Major GPA of 2.0 (4.0 scale);
 - 3) Enroll at ESU within one year of graduation from BCC;
 - 4) Not attend another institution of higher education between the time they graduate from BCC and enroll at ESU;
 - 5) Satisfy all conditions stated in this Agreement and all other regular ESU admission requirements.
- b. Admission of Transfer Student. The student must submit a completed application for admission, an official final BCC transcript, indicating receipt of the AS Degree in Professional Studies-Health Science Track directly to the ESU Office of Admission. Students are encouraged to apply well before the application deadline dates. (Please refer to the University's most recent application for the applicable fall and spring transfer application deadline dates).
- c. Once Admitted to ESU: Upon admission to ESU, the student must submit appropriate advanced deposits that will be credited towards the first semester fees/tuition. The student will follow the curriculum requirements in effect at ESU at the time of the student's enrollment into ESU's Public Health program and will thereafter comply with any changes to the curriculum.
- d. ESU Student Registration: After acceptance into ESU, the student must register for courses in accordance with ESU's procedures as directed in the acceptance letter.

- e. Transfer Credits. ESU will accept a total up to 65 credits from BCC which include credits in general education/pre-requisite, co-requisite and free electives, and major credits, all with grades of "C" or better. The current accepted credits, as of the date of this Agreement, are detailed in Exhibit "A", attached hereto.
- f. ESU Transfer Advising. Using "Exhibit A" as a guide, the ESU Department of Public Health Chairperson and the Transfer Articulation Center will ensure that all transfer course equivalencies listed in "Exhibit A" are applied towards the student's ESU transcript.
- g. University Requirements for the Bachelor of Science Degree: Students are expected to complete all stated University Graduation Requirements and all other Pre-Requisite, and Major Field requirements as described in ESU's catalog and Departmental policies in order to receive the Bachelor of Science in Public Health Degree.
- h. Promote and Publicize: BCC agrees to publicize this Agreement to prospective students in admissions literature and as part of regular student recruitment, and to inform qualified students matriculating to BCC of the opportunity for admission to ESU under the terms of this Agreement.
- i. BCC Advisement: BCC agrees to advise BCC students regarding which courses will transfer under this Agreement for the Public Health major as well as General Education requirements that include, but are not limited to, coursework in the Humanities, Sciences, and Social Sciences.
- j. Coordination of Agreement: Each institution will designate a representative who will coordinate the terms of this Agreement between the two institutions.
- k. Review of Agreement: Both ESU and BCC will review this Agreement annually and make any changes upon mutual consent. Each will keep the other informed of any other changes of policy or curricula that affect students transferring under the terms of this Agreement.

Mutual Terms and Conditions:

- 1) Term of Agreement: The term of this Agreement will be for five (5) years from the date of final execution by the parties and their respective legal counsel. This agreement may not exceed a period of five (5) years from the date of final execution.
- 2) Termination of Agreement: Either institution may terminate this Agreement for any reason with ninety (90) days notice. However, students who are in their final semester at BCC and have already been accepted into ESU's Public Health Program will be afforded the opportunity to enter ESU's Bachelor of Science in Public Health Program in accordance with the terms of this Agreement.
- 3) Nondiscrimination: The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, including the Family Educational Rights and Privacy Act (FERPA), as well as the provisions of the Americans with Disabilities Act.
- 4) Modification of Agreement: This Agreement shall only be modified in writing with the same formality as the original Agreement.
- 5) Relationship of Parties: The relationship between the parties to this Agreement to each other is that of independent contractors and shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- 6) Liability: Neither of the parties shall assume any liabilities to each other. As to liability to each other for death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- 7) This Agreement shall not be enforceable in a court or in the Pennsylvania Board of Claims. In the event of a dispute between the parties, advice and direction will be offered by the Office of the Chancellor of the State System of Higher Education.
- 8) Entire Agreement: This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

[The remainder of this page has intentionally been left blank. Signature page follows.]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

B. Kaye Walter, Ph.D., President	Pennsylvania Marcia Welsh, Ph.D., President
Date 2/3/2015	Date 2/3/2015
William P. Mullaney, Ph.D., Vice President For Academic Affairs	Joanne Kakartha Bruno, J.D., Provost and Vice President of Academic Affairs
Date 2/3/2015	Date 2/3/2015
	Approved as to form and legality:
	East Stroudsburg University Legal Counsel
	Date