

**REVERSE TRANSFER ARTICULATION
AGREEMENT**

BERGEN COMMUNITY COLLEGE

SAINT PETER'S UNIVERSITY

**REVERSE TRANSFER ARTICULATION AGREEMENT
BERGEN COMMUNITY COLLEGE
SAINT PETER'S UNIVERSITY**

This Reverse Transfer Articulation Agreement ("Agreement"), made on 6th day of July 2016 by and between **Saint Peter's University** ("SPU"), 2641 John F. Kennedy Blvd, Jersey City, NJ 07306 and **Bergen Community College** ("BCC") located at 400 Paramus Rd, Paramus, NJ 07652.

RECITALS

A. Both SPU and BCC are active educational partners in providing education opportunities for students in the State of New Jersey.

B. In an effort to enhance the number and quality of learning options and support degree completion, SPU and BCC have agreed to the terms hereof.

C. This Agreement is designed to allow SPU students to transfer their credits earned at SPU to BCC, through an articulation agreement, and provide them an opportunity to complete their community college (associate) degree under the Reverse Transfer Articulation Program (the "Program").

D. SPU students who have transferred to SPU from BCC and who have earned more than 30 credits but less than the number of credits for an associate degree at BCC will be notified of the advantage of this Agreement if they meet the following criteria:

- Earned at least 15 semester credit hours at SPU
- Transferred from BCC in good standing and are in good standing at SPU
- Agreed to participate in the reverse transfer articulation program

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, SPU and BCC agree as follows:

I. Process and Procedures

1. SPU and BCC will continue to maintain the integrity of their separate programs while entering into this Agreement.
2. Students who had previously been enrolled at BCC and have transferred to SPU may apply SPU credits to an associate degree issued by BCC. SPU and BCC shall take whatever actions are necessary to effectuate the use of credits earned at SPU for the issuance of an associate degree by BCC. SPU students who have transferred to SPU from BCC and who have earned more than 30 credits but less than the

number of credits for an associate degree at BCC will be notified of this Agreement and the Program if they meet the following criteria:

- Earned at least 15 semester credit hours at SPU
 - Transferred from BCC in good standing and are in good standing at SPU
 - Agreed to participate in the reverse transfer articulation program
3. Separate academic records for students will be maintained at each institution and each institution will be responsible for complying with all applicable laws related to such records, including, but not limited to, the Family Education Rights and Privacy Act (FERPA).
 4. Authorized employees of SPU and BCC will have access to personally identifiable information about the students who receive or who are eligible for reverse transfer credit. SPU and BCC agree that their respective authorized employees will have a legitimate educational interest in the records of the students being served. SPU and BCC shall take reasonable steps to ensure that their respective counselors, employees, and administrators maintain the confidentiality of all student information as required by FERPA. This provision shall survive the termination or expiration of this Agreement.
 5. For students admitted to and enrolled at SPU, SPU will review its database and determine the students who meet the criteria, outlined in the Recitals and Section 2 above.
 6. SPU will transmit official copies of the SPU transcript for such students to BCC. SPU and BCC agree to exchange transfer student information for the purpose of monitoring and promoting student academic success and degree conferral. The exchange may occur through paper transcripts or through secure electronic communication. Communication of this student information will occur each November or at other appropriate intervals agreed upon by both parties.
 7. Students who qualify for the reverse transfer credit program, described herein, will be advised that SPU will share transcript information with BCC.
 8. Upon receipt of official transcripts from SPU, BCC will conduct a degree audit of each student and evaluate all coursework that may assist in the completion of the student's associate degree at BCC. Students who meet all BCC degree requirements are eligible to receive a BCC degree at no cost to the student. BCC will notify each student that he or she is eligible to receive an associate degree and eligible to participate in BCC's commencement ceremony.
 9. This Agreement will become effective upon the execution of signatures by responsible authority for each institution and will commence with the first day of SPU classes in the semester immediately following the execution of signatures.

10. Each party may terminate this Agreement by giving written notice at least 180 days prior to the termination.
11. This Agreement does not preclude SPU or BCC from entering into similar agreements with other institutions of higher education.

II. Institutional Responsibilities

1. SPU and BCC agree to promote the Program in appropriate publications and at recruitment and outreach activities as follows:
 - a. Cooperate in communicating with each other and with their common and respective communities concerning the relationship between the two institutions. SPU and BCC agree to acknowledge and recognize the reverse articulation programs on each institution's website and via other marketing and publicity methods.
 - b. Promptly communicate with each other any future curriculum changes, policy changes or resident credit requirements that will affect this Agreement.
 - c. Each institution will designate in writing an employee who will serve as the point of contact for the administration of this Agreement.

III. Agreement Review

SPU and BCC will notify one another of curricular changes upon institutional approval. The Agreement shall be reviewed and modified, as needed, every three years by officials at SPU and BCC.

IV. Anticipated Date of Implementation

The terms of this Agreement shall become effective July 6, 2016.

V. Breach and Termination

In the event of a breach or default of any material term or condition of this Agreement by either Party, the non-defaulting Party shall promptly notify the other Party, in writing, of the alleged breach and the other Party shall promptly take all reasonable steps necessary to cure the alleged breach within thirty (30) days from the date of written notice of default. If, after such thirty (30) day period, the defaulting party has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or in part, or immediately terminate the Agreement as it deems appropriate under the circumstances.

Either party shall have the right to terminate this Agreement upon written notice to the other party, given ninety (90) days prior to the termination date.

VI. Indemnification

SPU agrees to defend, indemnify and hold harmless BCC and its directors, trustees, officers and employees from and against any and all claims, liabilities, damages, losses and expenses, including attorneys' fees and costs of BCC, to the extent caused by SPU's negligent acts, intentional acts or omissions of SPU and/or its employees or agents in the performance of their services, duties and responsibilities under this Agreement.

BCC agrees to defend, indemnify and hold harmless SPU and its regents, trustees, officers and employees from and against any and all claim, liabilities, damages, losses and expenses, including attorneys' fees and costs, to the extent caused by the BCC's negligent acts, intentional acts or omissions of BCC and/ or its employees or agents in the performance of their services, duties and responsibilities under this Agreement.

Each Party agrees that it shall give the other Party prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above.

Both parties agree that in the event that indemnification is sought under this provision, the Party seeking indemnification shall furnish the indemnifying Party, upon request, all information and assistance available to the indemnified Party for defense against any such claim, suit, or demand.

VII. Nondiscrimination

The parties to this Agreement shall comply with all applicable laws and shall not discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion, marital status, disability, sexual orientation, gender identity or expression, pregnancy, genetic information, domestic partnership or civil union status, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era or any other protected category under Federal or State Law.

VIII. Merger and Modification

This Agreement supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire Agreement between the parties. This Agreement may not be modified, amended or changed except in writing and signed by the parties hereto.

IX. Notice

Whenever written notice is required or permitted to be given by one Party to the other, it shall be deemed to be sufficiently given three (3) days after deposit in the United States mail with the proper postage affixed by certified mail, return requested, as follows:

For Bergen Community College

Dr. B. Kaye Walter, President
Bergen Community College
400 Paramus Road
Paramus, NJ 07652

For Saint Peter's University.

Dr. Eugene J. Cornacchia, Ph.D.
Saint Peter's University
2641 John F. Kennedy Blvd.
Jersey City, NJ 07306

X. Modification

This Agreement may only be modified by written instrument and signed by parties to this Agreement.

XI. No Construction Against Draftsperson

This Agreement shall be deemed to have been drafted jointly by counsel for their respective parties hereto, and there shall be no inference drawn against any party as a result of their participation in the drafting of this Agreement.

XII. Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

XIII. Waiver

It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another terms contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

XIV. Counterparts

This Agreement may be executed in any number of counterparts, which taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

XV. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Contract shall be in the Superior Court of New Jersey, Law Division in Bergen County, New Jersey, and consent to same, without regard to conflicts of laws principles.

XVI. Headings

The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVII. Authority to Bind

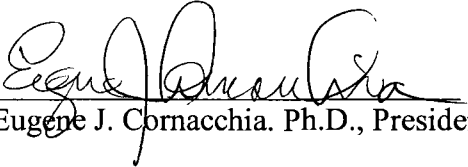
The Undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

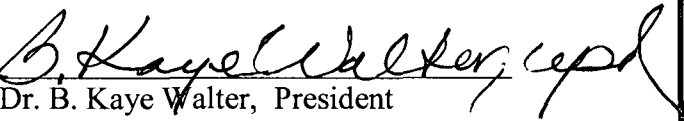
XVIII. Approvals

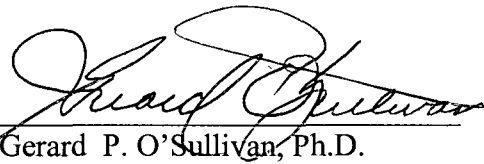
The undersigned understand and agree to the terms set forth above.

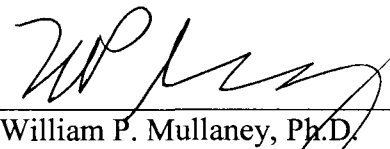
SAINT PETER'S UNIVERSITY

By: 
Eugene J. Cornacchia, Ph.D., President

BERGEN COMMUNITY COLLEGE

By: 
Dr. B. Kaye Walter, President

By: 
Gerard P. O'Sullivan, Ph.D.
Provost & Vice President for Academic
Affairs

By: 
William P. Mullaney, Ph.D.
Vice President of Academic Affairs