ARTICULATION AGREEMENT

BY AND BETWEEN

BERGEN COMMUNITY COLLEGE

AND

ROWAN UNIVERSITY

In recognition of the collaboration between **BERGEN COMMUNITY COLLEGE** ("Bergen") and **ROWAN UNIVERSITY** ("Rowan"), each a "Party" and together the "Parties", this **ARTICULATION AGREEMENT** (this "Agreement"), is entered into and effective on this first day of June, 2024.

I. PURPOSE

- A. To establish a framework for continued collaborative and joint educational offerings, intended to expand access to quality higher education and to continuing professional education for the training of Respiratory Care professionals in Gloucester County, Monmouth County and the State of New Jersey as a whole;
- B. To foster a network among the institutions partnering with Rowan to offer an expansive range of high quality, unique educational opportunities at a relatively lower net cost to the students throughout the region;
- C. To explore best practices and mutually beneficial efficiencies in the administrative, technical and academic operations in order to reduce costs and improve student success;

II. PARTIES' OBLIGATIONS

- A. Parties agree and acknowledge that collaboration is critical to the continued success of the Program. As such, Parties agree to continuously review the processes articulated in this Agreement, new program development, and other key issues in this Agreement.
- B. Each Party shall establish a Primary Representative (whether an individual or particular office/unit) for the management of the relationship and the communication of decisions relating to partnership issues.

III. ADMISSION INTO THE PROGRAM

A Bergen student will be admitted to the Rowan Bachelor of Science in Respiratory Therapy Degree Advancement Program provided the student:

- 1. has successfully obtained an Associate in Applied Science (A.A.S.) in Respiratory Care degree;
- 2. holds a current and active Registered Respiratory Therapy (R.R.T.) credential;
- 3. has completed a college-level Statistics course;
- 4. has satisfied all other applicable Rowan Admissions and program-specific requirements;
- 5. and is in good standing with Bergen.

IV. TRANSFERABILITY OF CREDITS

The transferability of credits from Bergen to Rowan will be determined in accordance with the Comprehensive Statewide Transfer Agreement, commonly referred to as the "Lampitt Law", Rowan's transfer of credits policy, and any existing articulation agreement addressing specific programs per VI. Academic Programming and the referenced Appendices.

For students who are accepted by Bergen into the Associate in Applied Science (A.A.S.) Respiratory Care program with transfer credit from another institution, Rowan will evaluate the transfer credit based on the current direct articulations maintained with that institution. Any discrepancy in credit granted by Rowan from that given by the community college that puts the student at a disadvantage will be updated by the Rowan University advisors and the Rowan University Registrar Office to honor any articulations on Bergen's transcript.

V. FINANCIAL AID

- A. Students pursuing a Bachelor's degree who matriculate to Rowan as a transfer student may be considered for Rowan institutional scholarship funds following standard and proprietary formulae employed by Rowan to determine institutional scholarship for all transfer students. All rules, regulations, guidelines and limitations of Rowan institutional scholarship will apply to such students.
- B. Rowan will be the sole responsible party for communicating information related to Rowan institutional scholarship to such students. Students may be additionally considered for the "Finish Smart" Scholarship, GiveBack Scholarship, and/or the Gloucester County Intern Scholarship Program.

VI. ACADEMIC PROGRAMMING

As of the effective date of this Agreement, the Bachelor of Science (B.S.) in Respiratory Therapy Degree Advancement program at Rowan is offered under the terms provided in APPENDICES A-C.

VII. METRICS

Parties shall meet to determine the specific program goals for enrollment following the execution of this Agreement.

In addition, Rowan will produce periodic assessments to make sure that enrollments in all programs are consistent with these goals. When enrollment in any program shows a decline over two consecutive terms, the Parties will make a joint decision whether continuation of the program is mutually beneficial.

VIII. MARKETING AND RECRUITING

The utilization of Rowan University's name or images for marketing or promotional purposes related to the recruitment of students for the A.A.S. in Respiratory Care to B.S. in Respiratory Therapy program requires prior approval from Rowan University. Any joint effort with Bergen should have the active participation of Rowan University in events targeting prospective students interested in obtaining a bachelor's degree. Only

programs that have been agreed upon may be promoted or advertised, and all marketing and advertising efforts should be approved by both institutions prior to public release.

Upon request, partners will receive approved logos, usage guidelines, and approved photography for their usage. Misrepresentation, modification, or mis-use of the pre-approved brand elements and resources, including photography and logos, is strictly prohibited.

IX. TERM, RENEWAL, AND TERMINATION

- A. Term: For only one time, the term of this agreement shall be one (1) year, starting on August 1, 2024 and ending on August 1, 2025
- B. Renewal: It is expected that the renewal period shall be for four (4) years, starting on August 2, 2025,
- C. Termination: Either party may withdraw from the agreement by providing a six-month written notice of intent to withdraw to do so.
- D. In the event that this agreement is terminated, it is understood and agreed that the termination will not apply to those students already accepted to Rowan and Bergen under the terms of this agreement.

X. MISCELLANEOUS

A. Notices: All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (a) upon receipt, refusal of receipt, or the date noted as uncollected when sent by certified or registered mail, postage prepaid and return receipt requested, or (b) the earlier of receipt or two (2) business days when sent by a nationally recognized overnight courier, or (c) when sent by email transmission with proof of successful transmission retained by sender and confirmation of receipt provided by the recipient to the sender by return email, to the address set forth below or to such other addresses as the parties may hereto designate in writing.

If to Rowan University:
Anthony Lowman, Ph.D.
Provost & Senior Vice President for Academic Affairs
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

With a Copy to: Office of General Counsel Rowan University 201 Mullica Hill Road Glassboro, NJ 08028

If to Bergen Community College: Office of the Vice President of Academic Affairs Vice President of Academic Affairs Bergen Community College 400 Paramus Road Paramus, NJ 07652

B. Insurance: The liability of Rowan and its employees shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., ("Act") the New Jersey Contractual Liability Act, N.J.S.A. 59-13-1 et seq., and the availability of appropriations.

Rowan does not carry public liability insurance but the liability of the State and the obligation of the State to be responsible for tort claims against the State or its employees are covered under the terms and provisions of the Act. The Act also creates a special self-insurance fund and provides for payment of claims under the Act against the State or against its employees, for whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties.

Bergen agrees to maintain policies of general liability insurance for itself and its employees with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. Bergen will also maintain Worker's compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and other State or Federal jurisdictions required to protect Bergen and its employees. This insurance shall include Employers' Liability Protection with a limit of liability of not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, aggregate limit. Certificates of insurance will be provided to Rowan upon request.

- C. Independent Entities: The parties are not, and shall not be, considered as partners, joint venturers, or joint employers. Each party shall be solely responsible for the acts or omissions of its officers, directors, agents, staff, students, employees and shall be responsible for any claims, causes of action, damages, or losses arising therefrom.
- D. Compliance with Law: The Parties agree not to discriminate on the basis of race, creed, color, age, sex, handicap, marital status, sexual preference, religion, national origin, or other classifications protected under applicable law.
- E. Assignment: Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- F. Governing Law; Jurisdiction; Process; Dispute Resolution: This Agreement will be governed by and construed under the laws of the State of New Jersey without regard to conflicts-of-laws principles. The Parties shall use best efforts to resolve the dispute(s) by non-binding mediation, which shall include the President and Chair of the Board of each institution.

XI. COUNTERPARTS AND AMENDMENTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. To the extent permitted by law, a signature delivered via facsimile or email will be considered as an original for the purposes of acknowledging and agreeing to the terms of this Agreement.

This Agreement supersedes any other similar agreement, written or otherwise or any representations made thereto, between the parties or any past practices of a nature provided for herein.

Realizing that the partnership between the Parties is new and will evolve over time, adjustments in the process and procedures employed to effectuate the terms and spirit of the Agreement may be implemented upon the written approval of both institutions' Presidents, or if permitted by the institution's internal processes, the Vice President that the President so designates, without the need for approval by the respective Boards of Trustees, unless required by either institution's internal processes. For Rowan material deviations, such as changed financial obligations, must be approved by Rowan's Boards of Trustees.

Modifications to the terms and conditions of this Agreement may only be made by written agreement of the Parties. Until such modification by mutual written agreement, the then-current terms of the Agreement shall remain in effect.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused this Agreement to be executed by their respective proper officials. The Parties, and the signatories to this Agreement, represent that all necessary actions have been taken to authorize such execution.

ROWAN UNIVERSITY:

By: Anthony M Lowman Anthony M Lowman (Jun 17, 2024 08:07 EDT)	Jun 17, 2024
By: Anthony M Lowman (Jun 17, 2024 08:07 EDT)	
Anthony Lowman, Ph.D.	Date
Provost & Senior Vice President	
for Academic Affairs	
By: John Hand (Jun 14, 2024 14:21 EDT)	Jun 14, 2024
Jeff Hand, Ph.D.	Date
Senior Vice President	
for Strategic Enrollment Management	

BERGEN COMMUNITY COLLEGE:

حليه لا كليم	Jun 17, 2024
By: Andrew Tomko (Jun 17, 2024 08:32 EDT)	<u> </u>
Andrew Tomko, Ph.D.	Date
Vice President of Academic Affairs	

APPENDICES APPENDIX A BERGEN RESPIRATORY CARE PROGRAM, A.A.S.

Note: Students are encouraged to take their courses in semester sequence order. View https://bergen.edu/respiratorycare/available-programs/ for official source for Bergen's degree requirements.

	Program Prerequisite		Notes
	Respiratory Care Admissions Examination		
	Semester 1 (Fall) Bergen	Semester 2 (Spring) Bergen	Notes
1	RSP 119 Introduction to Respiratory Care (4CR) [RESP 99070 Respiratory Therapy Free Elective (4CR)]	CHM 112 College Chemistry (4CR) [CHEM 05102 Chemistry of Everyday Life (4CR) Scientific Literacy]	
2	RSP 110 Respiratory Care Pharmacology (2CR) [RESP 99070 Respiratory Therapy Free Elective (2CR)]	RSP 210 Cardiopulmonary Diseases and Disorder (3CR) [RESP 99070 Respiratory Therapy Free Elective (3CR)]	
3	BIO 109 Anatomy and Physiology I (4CR) [BIOL 10210 Human Anatomy & Physiology I (4CR)]	BIO 209 Anatomy and Physiology II (4CR) [BIOL 10212 Human Anatomy & Physiology II (4CR)]	
4	WRT 101 English Composition I (3CR) [COMP 01111 College Composition I (3CR) Communicative Literacy]	RSP 220 Fundamentals of Respiratory Critical Care (3CR) [RESP 99070 Respiratory Therapy Free Elective (3CR)]	
5	RSP 121 Respiratory Care Clinical Externship I (1CR) [RESP 99070 Respiratory Therapy Free Elective (1CR)]	RSP 222 Cardiopulmonary Anatomy and Physiology (2CR) [RESP 99070 Respiratory Therapy Free Elective (2CR)] RSP 225 Respiratory Care Clinical Externship II (2CR) [RESP 99070 Respiratory Therapy Free Elective (2CR)]	RSP 121 is 16 hrs/wk x 9 wks=144 hrs in total. RSP 225 is 16 hrs/wks x 15 wks=240 hrs in total.
	14 Total Semester Credits	18 Total Semester Credits	
	Summer Session Bergen		
1	RSP 226 Respiratory Care Clinical Externship III (2CR) [RESP 99070 Respiratory Therapy Free Elective (2CR)]		RSP 226 is 40 hrs/wks x 6 wks=240 hrs in total.
	2 Total Semester Credits		
	Semester 3 (Fall) Bergen	Semester 4 (Spring) Bergen	Notes

1	RSP 231 Respiratory Care Clinical Externship IV (2CR) [RESP 99070 Respiratory Therapy Free Elective (2CR)]	Humanities Elective (3CR) [Humanistic Literacy (3CR)] ¹	RSP 231 is 16 hrs/wks x 15 wks=240 hrs in total.
2	RSP 240 Diagnostic Monitoring and Patient Assessment (4CR)	Social Science Elective (3CR) [Global Literacy (3CR)] ²	
	[RESP 99070 Respiratory Therapy Free Elective (4CR)]	[Global Elleracy (SCR)]	
3	BIO 104 Microbiology (4CR) [BIOL 01072 Biology Restricted Elective (4CR)]	RSP 235 Respiratory Care Clinical Externship V (2CR) [RESP 99070 Respiratory Therapy Free Elective (2CR)]	RSP 235 is 16 hrs/wks x 15 wks=240 hrs in total.
4	RSP 250 Respiratory Critical Care (4CR) [RESP 99070 Respiratory Therapy	RSP 241 Neonatal and Pediatric Respiratory Care (3CR) [RESP 99070 Respiratory Therapy	
	Free Elective (4CR)	Free Elective (2CR)	
5	WRT 201 English Composition II (3CR) [COMP 01112 College Composition II (3CR) Communicative Literacy]	RSP 260 Special Topics Respiratory Care (3CR) [RESP 99070 Respiratory Therapy Free Elective (2CR)]	
	17 Total Semester Credits	14 Total Semester Credits	65 Total Credits Required

- Humanities Electives that fulfill the Rowan Core requirement for Humanistic Literacy: HIS 101/102 [HIST 05100]; HIS 106 [HIST 05100]; HIS 107 [HIST 05101]; HIS 111 [HIST 05150]; HIS 112 [HIST 05151]; LIT 201/202 [ENGL 02113]; LIT 205/206 [ENGL 02110]; LIT 207 [ENGL 02123]; PHR 101 [PHIL 09121]; PHR 102 [PHIL 09150]
- Social Sciences Electives that fulfill the Rowan Core requirement for Global Literacy:
 ANT 100/101 [ANTH 02202]; **LAN 110** [FREN 02101]; **LAN 111** [GERM 03101];
 LAN 113 [SPAN 05101]; **LAN 114** [RUSS 06101]; **LAN 116** [CHIN 07101]; **LAN 119** [LAT 09101]; **LAN 120** [JAPA 08101]; **LAN 170** [ASL 01101]; **LIT 203** [ENGL 02116]; **PHR 111** [PHIL 09240]; **PHR 121** [REL 10100]; **SOC 103** [SOC 08220]; **SOC 113** [SOC 08221]

APPENDIX B ROWAN DEGREE REQUIREMENTS/RECOMMENDED TRANSFER PROGRAM 22 CREDITS TOTAL

Rowan will accept the Respiratory Care Program, A.A.S. in its entirety, upon achievement of the Registered Respiratory Therapy (RRT) credential. The additional requirements below can be taken at Bergen, Rowan and/or anywhere offering the equivalent and/or fulfilling the requirement. Credit for prior learning may also be applied toward these requirements.

Note: Statistics I is required (as a prerequisite) and the specified Communicative Literacy course is also required.

Bergen Course	Rowan Course Name (Rowan Core or Experience Attribute)	Credits
MAT 150 Statistics I	STAT 02260 Statistics I - Quantitative	3
	Literacy & required prerequisite	
COM 100 or COM 102 Public	CMS 04205 Public Speaking -	3
Speaking	Communicative Literacy	
ART 101 or ART 104 or MUS 101	ARHS 03130 or ARHS 03220 or MUSG	
or MUS 105 or MUS 111 or MUS	06109 or MUSG 06115 or MUS 40201 or	3
106	MUSG 06447 - Artistic Literacy	
LIT 201 or LIT 203 or LIT 205 or	ENGL 02113 or ENGL 02116 or ENGL	3
LIT 206 or LIT 207 or LIT 221 or	02110 or ENGL 02110 or ENGL 02123	
PHR 102 or Free Elective ¹	or ENGL 02151 or ENGL 02075 or PHIL	
THE TOE OF THE ENERGY	09150 - Broad-Based Literature	
N/A - Equivalent course is	ANTH 02221 Human Variation -	3
unavailable to take at Bergen.	Scientific Literacy	
Free Elective	Free Elective	3
Free Elective	Free Elective	4

1. These courses fulfill the Rowan Core requirement for Broad-Based Literature. Students can also take one of these courses in Semester 4 at Bergen as one of their required Social Science or Humanities Electives.

APPENDIX C ROWAN UNIVERSITY B.S. RESPIRATORY THERAPY DEGREE ADVANCEMENT PROGRAM

	Prerequisites for Admission	
	A.A.S. in Respiratory Care (65CR)	
	Current and active Registered Respiratory	
	Therapy (RRT) credential ¹	
	Prerequisite course: Statistics I (3CR)	
	Additional Rowan Degree Requirements ²	
	(22CR)	
	TOTAL TRANSFER CREDITS	90
	Semester 1 (Fall) Rowan ³	Semester 2 (Spring) Rowan
1	WA XXXXX (New Health Professions	RESP 09462 Ethics and End of Life Issues
	writing course in development) (3CR)	(3CR)
2	RESP 09460 Advanced Concepts in	HCM 513101 Healthcare Delivery and
	Respiratory and Critical Care (3CR)	Quality (3CR)
3	RESP 09400 Introduction to Clinical	RESP 09463 Polysomnography and Topics
	Research (3CR)	in Sleep Medicine (3CR)
4	RESP 09401 Evidence-based Practice	RESP 09464 Leadership in Respiratory Care
	(3CR)	(3CR)
5	RESP 09461 Introduction to Disease	RESP 09465 Capstone (3CR)
	Management (3CR)	
	15 Total Semester Credits	15 Total Semester Credits
	DEGREE PROGRAM TOTAL	120
	CREDITS	

- 1. Graduates of an accredited respiratory therapy program qualify to take the Therapist Multiple Choice (TMC) exam. If they pass at the high cut score, they are eligible for the Clinical Simulation (CSE) exam. Upon successful completion of these National Board for Respiratory Care (NBRC) exams, graduates will earn their RRT credential.
- 2. See Appendix B.
- 3. All Degree Advancement courses will be offered online and are 8 weeks in length. The course sequence shown represents a sample schedule based on full-time enrollment. Students may complete the program on a part-time basis.