

## **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the **1st day of May, 2014**, by and between **Nova Southeastern University, Inc. d/b/a Nova Southeastern University** ("NSU") and **San Joaquin Valley College** ("SJVC"). NSU is entering this Agreement on behalf of its Health Professions Division's College of Health Care Sciences' Department of Cardiopulmonary Sciences. San Joaquin Valley College is entering this Agreement on behalf of its Respiratory Therapy Associate of Science Degree Program.

### **WITNESSETH:**

**WHEREAS**, SJVC offers a Respiratory Therapy Program to obtain an Associate of Science ("A.S.") degree and does not offer a Bachelor of Science in Respiratory Therapy degree program;

**WHEREAS**, NSU offers a Bachelor of Science in Respiratory Therapy Completion Program for Registered Respiratory Therapists ("R.R.T.s") to obtain a Bachelor of Science in Respiratory Therapy ("B.S.R.T.") degree;

**WHEREAS**, NSU is accredited by the Southern Association of Colleges and Schools ("SACS");

**WHEREAS**, SJVC is accredited by The Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges ("ACCJC/WASC"), which is an institutional accrediting body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education and its Respiratory Therapy Associate of Science Program ("SJVC - RT Program") is accredited by CoARC; and

**WHEREAS**, NSU and SJVC wish to provide SJVC RT Program students (the "Students") access to NSU's BSRT Completion Program ("BSRT Completion Program") pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals**

The above recitals are true and correct and incorporated herein by reference.

**2. Description of the Articulated Admission to NSU's BSRT Completion Program**

NSU agrees to accept Students into its BSRT Completion Program in accordance with Section 9 (Reservation of Slots) provided that the Students have been recommended by the Director of the SJVC RT Program and a faculty or preceptor for admission and have completed the requisite courses as listed in Section 4 herein ("Prerequisites").

**3. Required Grade Point Average (“GPA”) for Admission to the BSRT Completion Program**

Students applying to the BSRT Completion Program through this Agreement must have a minimum cumulative grade point average (“GPA”) of 3.25 based on a 4.0 grading scale, or its equivalent if a different grading system is used. Only courses with a minimum grade of C (2.0 based on a 4.0 grading scale) or its equivalent if a different grading system is used, may be considered for possible transfer of credit. NSU specifically reserves the right to evaluate courses submitted for transfer of credit on a case by case basis.

**4. Prerequisites**

Students who matriculate in the NSU BSRT Completion Program through this Agreement must have completed at a minimum the Written Communication and Mathematics NSU prerequisites listed below with a 2.0 or better (based on a 4.0 scale) in each course and demonstrate an overall GPA of 3.25 or better (based on a 4.0 scale).

The prerequisite general education courses are as follows:

- **Written Communication: 6 credits**  
6 COMP credits at or above the level of COMP 1500 (*must be completed prior to matriculation into program*)
- **Mathematics: 6 credits**  
6 MATH credits at or above the level of MATH 1040 (*must be completed prior to matriculation into program*)
- **Humanities: 6 credits**
- **Social and Behavioral Sciences: 6 credits**
- **Natural and Physical Sciences: 6 credits**

The above listed prerequisites are subject to change at NSU’s sole discretion and NSU will provide written notification to SJVC of any change. Such changes will not be retroactive for Students already enrolled in the BSRT Completion Program.

**5. Computer Skills**

As a condition to admission to the BSRT Completion Program through this Agreement, Students must possess and be able to demonstrate basic computer and word processing skills. NSU also requires that Students have a computer with recommended minimum specifications. The requirements are updated annually and will be communicated in a timely manner as required herein.

**6. Application and Enrollment**

Students are permitted to apply for admission to the NSU BSRT Completion Program during the second semester (Spring semester) of their final year in the SJVC RT Program,

provided those students are in good academic standing in the SJVC RT program as documented in writing by the program director or official designee at SJVC, and verified by NSU's BSRT Completion Program Director. If accepted, Students may begin courses in the NSU BSRT Completion Program. Students must successfully complete all associate degree requirements from their SJVC RT Program in order to remain enrolled in the NSU BSRT Completion Program. Graduation with the BSRT degree from NSU is contingent upon a Student having graduated from the SJVC RT Program, having been awarded the A.S. degree, and attaining the R.R.T. credential from the National Board for Respiratory Care.

#### **7. Specific Admission Requirements**

Students shall:

- Complete an application form for NSU's BSRT Completion Program and submit it with the prevailing application fee, currently \$50.
- Provide official transcripts to NSU as evidence of overall GPA of 3.25 or higher for all professional and clinical work at SJVC.
- Arrange for official college, certificate and/or diploma-based transcripts from all undergraduate and graduate institutions attended are sent directly from the institutions to NSU.
- Submit two "Evaluation Forms", one of which must be from the Director of the SJVC RT Program, and one from a core/full-time faculty member or preceptor from the SJVC RT program or community, attesting to the student's qualifications and standing in the program as a current student. Evaluation Forms are supplied in the application package for the NSU BSRT Completion Program.
- Possess and be able to demonstrate basic computer and word processing skills.

In this Section 7 or elsewhere in this Agreement, NSU specifically reserves the right to alter, change or modify any of its admission requirements with written notice to SJVC.

#### **8. Admission Standards**

Students applying to NSU for admission through this Agreement are responsible for ensuring that their applications are complete and submitted to meet published NSU standards and timelines. Each applicant must meet the NSU prerequisites as specified in this Agreement.

#### **9. Reservation of Slots**

NSU shall determine, in its sole discretion, the number of slots to be reserved each year for admission into the BSRT Completion Program, for those Students, who: (i) meet all BSRT Completion Program admissions criteria, (ii) qualify for admission into the BSRT Completion Program under applicable NSU admission standards, policies, and

procedures, and (iii) agree to abide by the terms and conditions set forth in this Agreement.

#### 10. Award upon Completion

NSU will confer the BSRT degree and SJVC will confer the A.S. degree upon a Student's successful completion of all graduation requirements for each program. In order to be granted the BSRT degree from NSU, Students must successfully complete a minimum of 120 credits hours, inclusive of 30 credit hours of prescribed general education requirements and 45 credits of core and practical BSRT Completion Program requirements. NSU will grant 45 credit hours toward the total 120 credits required for graduation for Registered Respiratory Therapist ("RRT") board certification. The RRT credential must be attained by every Student prior to award of the NSU BSRT degree. Under no circumstances will any Student be awarded a BSRT degree from NSU if: (i) the Student or SJVC, on behalf of the Student, has not provided written proof to NSU of RRT credentialing, and (ii) SJVC has not provided written confirmation that the Student successfully completed the SJVC RT Program and received the A.S. degree from SJVC.

#### 11. Curriculum

Students at SJVC admitted to NSU's BSRT Completion Program under this Agreement must complete a minimum of 45 credits (39 core course credits and 6 practical course credits) at NSU as described below. Courses that must be successfully completed in the BSRT Completion Program are the following "core" and "practical" courses:

RRT 3016 Advanced Cardiopulmonary Physiology	3
RRT 3018 Advanced Pharmacology in Respiratory Therapy	3
RRT 3015 Critical Care Pathophysiology	3
RRT 3017 Outpatient Services in Respiratory Therapy	3
RRT 3021 Sleep Medicine	3
RRT 3020 Quality Improvement in Healthcare	3
RRT 3014 Advanced Patient Monitoring and Assessment	3
BHS 4031 Statistics for Health Sciences	3
RRT 4005 Evidence-Based Practice	3
RRT 4006 Leadership and Management for Health Care Professionals	3
RRT 4007 Education Principles in Health Care	3
RRT 4009 Legal and Ethical Considerations in Respiratory Care	3
RRT 4010 Case Management Theory & Process	3
<b>Total BSRT Core Program Credits</b>	<b>39</b>

#### Practical Course Work and Experiences (2 Required):

Practical Courses (2 from the following)	Credits
RRT 4502 Practicum	3

RRT 4505 Scientific Investigation	3
RRT 4506 Internship	3
<b>Total Practical Course Credits</b>	<b>6</b>

**Total Semester Hours Required for Graduation from the BSRT:**

Total Prerequisite General Education Courses	30
Total NSU Professional Course Requirement	39
Total NSU Practical Course Requirement	6
Total NSU Block Grant Credit for current RRT	45
<b>Total Credits</b>	<b>120</b>

**Optional Specialization in Management**

Students matriculating in the BSRT Completion Program shall have the option to enroll in the specialization in Health Care Management track. Courses in this area of specialization can be taken in addition to the required post-professional curriculum and required practical course work required as a student in the BSRT Completion Program. Completion of the additional 15 credits / 5 courses will fulfill a specialization in Health Care Management in addition to the BSRT degree:

<b>Courses</b>	<b>Credits</b>
BHS 3155 Conflict Management in Health Care	3
BHS 3161 Health Care Finance	3
BHS 3162 Economics of Health Services	3
RRT 4103 Strategic Planning and Organizational Development for Healthcare	3
RRT 4014 Operational Analysis and Quality Improvement	3
<b>Total Specialization Course Credits</b>	<b>15</b>

NSU reserves the right to change the core and practical courses to be completed at NSU. NSU will promptly communicate in writing to SJVC about any BSRT Completion Program curriculum changes. Such changes will not be retroactive for Students already enrolled in the BSRT Completion Program.

**12. Changes to SJVC's- RT Curriculum**

SJVC will promptly communicate in writing to NSU any changes in its core curriculum or related undergraduate majors which could impact this Agreement, except that no such changes by SJVC shall be binding upon NSU with respect to NSU's prerequisites and other requirements for admission into the BSRT Completion Program and ultimately a Student's degree award.

**13. Time to Complete the NSU BSRT Completion Program**

Students matriculating under this Agreement shall have up to four (4) years from the date of first matriculation at NSU to complete the BSRT Completion Program requirements.

Extensions of time for completion must be approved by NSU's BSRT Program Director, and may be granted or withheld at NSU's sole discretion.

**14. SJVC RT Program Standing**

SJVC shall promptly notify NSU's BSRT Completion Program Director in writing of any time a Student taking courses in the NSU BSRT Completion Program is not performing to the academic standards of the SJVC RT Program. Students identified by the SJVC RT Program administration as not performing to SJVC academic standards will be asked to withdraw from the NSU BSRT Completion Program or will be placed by NSU on academic hold in the program until such time as the Student is reported by SJVC to NSU as being in good academic standing at SJVC. Notwithstanding the foregoing, the parties acknowledge and agree that Students in the BSRT Completion Program must at all times meet the academic standards of both the BSRT Completion Program and NSU.

**15. NSU Costs**

- BSRT undergraduate tuition for the 2014-2015 academic year: \$ 445 per credit hour
- Approximate cost of required textbooks: \$1,000.00
- Other fees as applicable such as student fees, books, lab fees.

NSU may increase its fees and will notify SJVC of any fee changes.

**16. Program Contact Information**

***San Joaquin Valle College***

Ricardo Guzman, MA, RRT, RCP  
Program Director - Respiratory Therapy Program Education Chair - CSRC Education  
Committee Chapter Chair – Lambda Beta Society

SJVC  
4580 Ontario Mills Parkway  
Ontario, CA 91764  
P. 909.948.7582 Ext. 243  
F. 909.354-3665 [ricardo.guzman@sjvc.edu](mailto:ricardo.guzman@sjvc.edu)

***Nova Southeastern University***

Dr. Marianne Jankowski  
Chair and Program Director  
Dept. of Cardiopulmonary Sciences  
Nova Southeastern University  
11501 North Military Trail  
Palm Beach Gardens, FL 33401  
Email: [mj411@nova.edu](mailto:mj411@nova.edu)  
<http://www.nova.edu/chcs/rrt>

**17. Compliance with Policies and Procedures**

Students admitted to the BSRT Completion Program must comply with: (i) SJVC academic and non-academic policies and procedures in all matters related to the pursuit of their associate degree and their being students at SJVC, and (ii) NSU's academic and non-academic policies and procedures in all matters related to their enrollment and participation in the NSU BSRT Completion Program and their being Students at NSU.

**18. Authority and Oversight**

Subject to the terms of this Agreement, the SJVC RT Program will have oversight of and authority over all matters related to its program and NSU shall have oversight of and authority over all matters related to the NSU BSRT Completion Program.

**19. Registration and Payments**

Students will register, be billed, and pay tuition and fees at SJVC for those courses taken at SJVC, and will register, be billed and pay tuition and fees at NSU for those courses taken at NSU.

**20. Financial Aid**

Students may apply to SJVC and/or NSU for financial aid pursuant to applicable federal, SJVC and NSU guidelines, instructions, policies and procedures. Each student is responsible for making his/her own financial arrangements, correct and accurate completion of financial aid applications, and for satisfying all financial considerations related to enrolled courses at the respective institutions. For financial aid purposes, Students may only represent themselves as a full-time student at SJVC or NSU. Students are responsible for all representations made in applying for financial aid.

**21. Reporting of Grades**

Students will initiate, completing all necessary processes, for the transfer and reporting of grades in timely manner to the appropriate institution. The Registrar at SJVC will provide furnish an official transcript to NSU in timely manner so that students applying to NSU under this Agreement meet NSU admission requirements and deadlines.

**22. Access to Campus Privileges**

Students admitted to the NSU BSRT program will have access to NSU campus privileges during their enrollment at NSU to the same extent as other matriculating NSU students.

**23. Liability**

With respect to this Agreement, each party shall be liable for its own acts or omissions, and those of its agents and employees.

**24. Publicity**

SJVC shall publicize this Agreement to its faculty, staff, students, and graduates, and shall provide proof of such publicity to NSU. Any and all publicity, advertising, materials, or publications naming NSU and/or its BSRT Completion Program requires the prior written approval by NSU.

**25. Term**

The term of this Agreement shall commence **May 1, 2014** and expire on **May 1 2015**. This Agreement shall automatically renew for yearly terms unless terminated consistent with termination set forth in Section 26 below.

**26. Termination**

Either party may terminate this Agreement without cause upon six (6) months prior written notice to the other party. If either party is in default under this Agreement and fails to cure the same within thirty (30) days of receipt of written notice specifying the default, then the non-defaulting party may terminate this Agreement by written notice to the breaching party. Furthermore, either party may terminate this Agreement, by written notice, if the other party loses accreditation by its respective accrediting bodies. If a party loses accreditation or there is any change in status of its accreditation, it shall promptly provide written notice of same to the other party. In the event of any such termination, this Agreement shall remain effective with respect to all Students who have been admitted to the NSU BSRT Completion Program or who have attained a minimum of 50% of the NSU requisite credits and who intend to apply to the BSRT Completion Program through this Agreement.

**27. Relationship**

The relationship of the parties is that of independent contractors. Nothing contained herein shall create or be deemed to create an employer-employee, principal-agent, joint venture or partnership relationship. Neither party shall have the right, power or authority to bind or otherwise obligate the other party in any manner without the prior written consent of the other party.

**28. Entire Agreement and Modification**

This Agreement contains all of the understandings of the parties concerning the matters covered herein, and supersedes all prior agreements, negotiations, discussions and representations, whether written or oral. This Agreement may only be altered, amended or modified by a written instrument duly executed by the parties.

**29. Law Governing, Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept exclusive jurisdiction of the state and courts in Florida, and agree that venue for any such action shall lie exclusively in Broward County, Florida.

**30. Assignment**

Neither party may assign its interest in this Agreement without the prior written consent of the other party.

**31. Exclusivity**

This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.



**32. Accrediting Bodies**

The validity of this Agreement shall be contingent upon each party's compliance with the requirements of the accrediting bodies of each of the parties.

**33. Notices**

All notices required or permitted to be given under this Agreement shall be in writing, and shall be deemed effective: (i) upon receipt, refusal of receipt or the date noted as uncollected by the parties when sent by certified or registered mail, postage prepaid, return receipt requested, or (ii) the earlier of receipt or two (2) days after deposit with an nationally recognized overnight carrier, i.e., Federal Express, or (iii) with confirmation received by the sender from the recipient via facsimile or return email, at the following addresses or such other addresses that a party may notify the other in writing:

*As to San Joaquin Valley College:*

SJVC  
Central Administrative Office  
3828 W. Caldwell  
Visalia, CA 93277  
Attn: Sue Smilie Janecek  
Phone: 559 734-9000

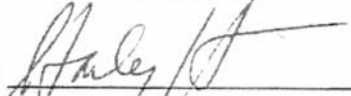
*As to Nova Southeastern University:*

Nova Southeastern University  
3200 South University Drive  
Fort Lauderdale, FL 33328  
Attn: Dean, College of Health Care Sciences  
Phone: 954-262-1203  
Email: [swilson@nova.edu](mailto:swilson@nova.edu)

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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date set forth above.

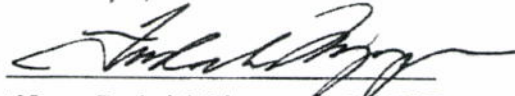
**NOVA SOUTHEASTERN UNIVERSITY, INC.**

By: 

Print Name: Stanley H. Wilson, PT, Ed.D.

Title: Dean, College of Health Care Sciences

Date: 5/7/14

By: 

Print Name: Frederick Lippman, R.Ph., Ed.D.

Title: Chancellor, Health Professions Division

Date: 5/9/14

**SAN JOAQUIN VALLEY COLLEGE**

By: 

Print Name: Ricardo Guzman

Title: Director, Respiratory Care Program

Date: 5/12/14

By: 

Print Name: Sue Smilie Janecek

Title: Director of Research and Development/Articulation Officer

Date: Sue Smilie Janecek