DUAL ENROLLMENT/AUTOMATIC TRANSFER AGREEMENT
BETWEEN
MONTCLAIR STATE UNIVERSITY
AND
MIDDLESEX COUNTY COLLEGE

This Agreement is entered into by, and between, Montclair State University, located at 1 Normal Avenue, Montclair, New Jersey 07043, and Middlesex County College, 2600 Woodbridge Avenue, Edison, New Jersey, 08818, to articulate the procedure for a Dual Enrollment/Automatic Transfer Program (Program) between Montclair State University and Middlesex County College. Montclair State University (Montclair State) and Middlesex County College (MCC) are also referred to herein as "Party" individually and "Parties" collectively.

1. PURPOSE

In the spirit of deepening our partnership in service of the students we share; Montclair State University proposes a new admissions initiative that aims to:

- Streamline the student's path to the four-year degree
- Create a pipeline of students for both Middlesex County College and Montclair State University

Initially, Montclair State and Middlesex County College will achieve these goals by formalizing a two-plus-two relationship for students in a specific population of high school graduates who will earn an Associate's degree from Middlesex County College and who will, ultimately, pursue a Bachelor's degree in pre-identified majors at Montclair State.

2. TERMS OF AGREEMENT

This agreement shall commence immediately upon the signatures of both Parties. Either Party has the right to terminate this Agreement on thirty (30) days prior written notice. In the event of a breach of any provision of this Agreement by one Party, the other Party shall have the right and option to give the breaching Party written notice. In the event that the breaching Party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other Party may, at its sole option, terminate this Agreement. Students already enrolled in the Program will have the terms of this Agreement honored. The Parties agree to review the Agreement once every three (3) years starting from the effective date, to update program and major offerings and adjust the terms of the Agreement as needed. If not reviewed by this time, it will sunset after the fourth year from the effective date.

3. IDENTIFYING STUDENTS ELIGIBLE TO PARTICIPATE IN THE PROGRAM

To participate in the Automatic Transfer Initiative, applicants must meet the following criteria:

- Enrolled at Middlesex County Fall 2020 and pursuing the Education Transfer AS Program for Elementary Education.

- Currently taking or have taken the required and recommended general education and education courses from MCC for the Education Transfer AS Program mentioned above.
Elective courses taken outside of the recommended 12 credit hours but fulfills the AS Program may be counted toward the transfer (see curriculum pathway).

Students will be eligible to pursue automatic transfer to Montclair State University upon completion of the AS degree and will be considered to be dually enrolled at both institutions provided Montclair State University admissions criteria are met at time of degree attainment from MCC.

4. MONTCLAIR STATE UNIVERSITY APPLICATION PROCESS:

Students will indicate their interest in participating in the Automatic Transfer Initiative by replying to the offer made by Montclair State University. Montclair State University will collect this information and share it with Middlesex Community College. After the student has matriculated at Middlesex County College, s/he will follow the same procedure as outlined in the following section.

Prior to completing the Associate's degree, students transferring through the Automatic Transfer Initiative must identify themselves with the appropriate office (TBD) at Middlesex County College. After this point, Middlesex County College and Montclair State University will work collaboratively to streamline and automate the transfer process for the student. Accordingly:

1) An administrator, to be identified, from Middlesex County College will provide the Office of Undergraduate Admissions at Montclair State University a list of students applying through the Automatic Transfer Initiative with relevant biographical and demographical information, to be determined, so that the Office of Undergraduate Admissions may generate a student application record on the students' behalf.

2) Middlesex County College will also provide the Office of Undergraduate Admissions with transcripts upon request for each student transferring under the Automatic Transfer Initiative.

3) The application fee will be waived by Montclair State University for students applying through the Automatic Transfer Initiative.

4) Montclair State University will reach out to students proactively in the event that additional information is needed to complete their transfer record (i.e. official transcripts from an institution other than Middlesex County College).

5) Students who are interested in pursuing the Teacher Education Program must meet with the Office of Teacher Education Admissions, Recruitment and Diversity to process a Teacher Education application and schedule teacher education admissions-related activities.

6) All posted Montclair State University application deadlines will be upheld.

TEACHER EDUCATION ADMISSIONS CRITERIA & APPLICATION PROCESS

Students considered to be part of the Teacher Education Program will be subject to the following admissions criteria and application process:

Eligibility Criteria:

1) The student seeks admission to the Bachelor of Arts in Educational Foundations Degree for Elementary Teachers with (K-6 Certification) in the College of Education and Human Services at Montclair State University.

2) Students must complete the Associate of Science degree in Education at the time of application and has met all the requirements of the MCC degree prior to enrollment in the Teacher Education Program (60 credits minimum).
3) Students must have a minimum cumulative GPA of 3.0 from Middlesex County College. If the student has attended more than one institution prior to MCC, official transcripts from ALL colleges or universities previously attended must be submitted to determine cumulative GPA.

4) Students must take and pass at least one standardized exam prior to applying to the Teacher Education Program*:
   a. Praxis Core: Score at or above Reading-156, Writing-162, Math-150. If the Praxis was taken prior to June 2014 (PPST/Praxis I), the qualifying scores are: Reading - 175; Writing - 173; Math - 174
   b. SAT: Score at or above Evidenced Based Reading and Writing - 610 (or a 30 in Reading section); Math - 570 (if taken on or after 3/1/2016). If the test was taken between 4/1/1995 and 2/28/2016, the qualifying scores are: Reading - 560 and Math - 540. If the test was taken on or before 4/1/1995, the qualifying test scores are: Reading - 480 and Math - 520.
   c. ACT: Score at or above English- 23; Math- 23 (if taken on or after 8/28/1989). If the test was taken on or before 8/28/1989, the qualifying test scores are: English-20 and Math- 23.

5) The student has content area competency, as well as demonstrated written and oral communication skills, as evidenced by the following admission requirements, one letter of recommendation, an admission essay, a resume, and an interview.

6) Conditional admission may be considered from a case-to-case basis.

*Passing standardized exam scores for entry to a teacher preparation program are determined by the State of New Jersey and are subject to change.

Application Process:

The student initiates consideration for admission to Montclair State University through the MCC contact. MCC coordinates with the MSU Office of Undergraduate Admissions to establish the student record.

Once the student record is established, the student completes the Teacher Education Program online application and submits the following:

- Official transcripts from all colleges or universities attended prior to applying to Montclair State University.
- A passing ACT, SAT or PRAXIS score
- One letter of recommendation from a professor in an education course or an education prerequisite course.
- Admission essay(s)
- Resume

Applicants must participate in all admission related activities outlined in above, such as the impromptu writing sample and the admission interview.
**Application Deadline Dates:**

It is highly recommended that a student apply to Montclair State University and the Teacher Education Program as they approach, or are enrolled in, the final semester of MCC.

A student seeking to enroll in the Teacher Education Program in the **fall semester must apply on or before April 15th.**

A student seeking to enroll in the Teacher Education Program in the **spring semester must apply on or before November 15th.**

Applications are considered complete and ready for review when all of the above materials are submitted by the application deadline. An applicant must participate in all admission related activities. Once admitted, a final MCC transcript indicating that a degree was granted is required.

**5. FOR APPROVED MAJOR AND ACADEMIC PROGRAM INCLUDED UNDER THE TERMS OF THE AGREEMENT**

Students will select the BA in Educational Foundations for Elementary Teachers academic program housed in the College of Education and Human Services in order to be considered as participants in the Dual Enroll/Transfer Program.

**6. JOINT RESPONSIBILITIES FOR STUDENT SUCCESS**

Beyond a streamlined transfer process, the Program is meant to engender a closer relationship between Middlesex County College and Montclair State University for the joint purpose of increasing student success. Toward this end, Montclair State University is committed to providing regular and sustained resources to, and intervention for, students who have been identified as part of the Program cohort(s) throughout the full four years of their undergraduate study.

- Montclair State will actively seek out opportunities to partner with MCC on initiatives related to academic advising, career services, student life and engagement, and other areas of the academic enterprise that complete the student experience.

- These resources and experiences will be available on both institutions’ campuses. Montclair State representatives may visit MCC campus to conduct advising and provide workshops, and MCC students would be provided the opportunity to attend Montclair State’s campus events and activities.

- Montclair State University and Middlesex County College both agree to provide and maintain appropriate information and linkages about the program on their respective websites.

Through this comprehensive and collaborative approach, which seeks to nurture and educate the whole student, Middlesex County College and Montclair State University enter into an agreement to create a student success model that focuses on four-year degree attainment and recognizes and values the Associate's degree as an important component of this process.
7. MISCELLANEOUS

A. Non-Discrimination. Each Party agrees that, in performance of this Agreement, the Program will be administered without discrimination toward any patient, employee or other person regardless of their race, creed, color, nationality, national origin, ancestry, disability, marital status, sex, gender identity or expression, affectional or sexual orientation, domestic partnership or civil union status, handicap, age, pregnancy status or military status. Both Parties shall comply with all Federal and State statutes, and all rules and regulations promulgated thereunder concerning discrimination, including, but not limited to, the Civil Rights Act of 1964, 42 U.S.C.A. § 2000 et seq, and the New Jersey Law Against Discrimination, in connection with their respective obligations pursuant to this Agreement.

B. Notice. Whenever, under the terms of this Agreement, notice is required or permitted to be given by any Party to any other Party, such notice shall be in writing and shall be deemed to have been duly given, made and received if it is (1) delivered by recognized overnight courier service which provides a receipt against delivery; or (2) delivered by certified or registered mail, postage prepaid, return receipt requested, to the other Party at the address set forth below. Either Party may change its respective address by written notice in accordance with this Paragraph.

If to Montclair State:
Dr. Willard Gingerich, Provost & Vice President for Academic Affairs
Montclair State University
1 Normal Avenue
Montclair, New Jersey 07043

If to Middlesex County College:
Dr. Linda Scherr. Acting Vice President for Academic Affairs
2600 Woodbridge Avenue
Edison, New Jersey, 08818

C. Modifications. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

D. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party and any attempted or purported assignment shall be null and void and of no effect.

E. Section Headings. Section headings as used herein are for convenience only and shall not affect the construction of this Agreement.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law principles. All
disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey, and both Parties hereby consent to the jurisdiction of the state courts of the State of New Jersey.

G. Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not affect the validity of any other provision.

H. Further Assurances. Each of the Parties covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

I. Waiver. The waiver by either Party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.

J. Survival. Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive any termination or expiration of the Agreement.

K. Entire Agreement. This Agreement is the entire Agreement between the Parties relating to the Program. The Parties acknowledge and agree that they have not made any representations inducing the execution and delivery hereof, except such representations as are specifically set forth herein.

L. No Third-Party Rights Created. Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto. This Agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.

M. Counterparts. 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.

N. Americans With Disabilities Act – Company 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 accessibility of online content and functionality will be measured according to the W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

O. TORT CLAIMS FUND. MSU is an agency 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.

P. FERPA. Middlesex and MSU 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.

DUAL ENROLLMENT/AUTOMATIC TRANSFER AGREEMENT
BETWEEN
MONTCLAIR STATE UNIVERSITY
AND
MIDDLESEX COUNTY COLLEGE

Effective date: **February 26, 2020**

For Middlesex County College

For Montclair State University

Linda Scherr, Ph.D.
Acting Vice President for Academic Affairs

Willard Gingerich, Ph.D.
Provost and Vice President for Academic Affairs
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