DUAL ENROLLMENT/AUTOMATIC TRANSFER PROGRAM AGREEMENT
BETWEEN
MONTCLAIR STATE UNIVERSITY
AND
BERGEN COMMUNITY COLLEGE

This Agreement is entered into by, and between, Montclair State University, located at 1 Normal Avenue, Montclair, New Jersey 07043, and Bergen Community College, 400 Paramus Road, Paramus, New Jersey, 07652, to articulate the procedure for a Dual Enrollment/Automatic Transfer Program ("Program") between Montclair State University and Bergen Community College. Montclair State University ("Montclair State") and Bergen Community College ("BCC") 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 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 BCC and Montclair State
- Provide an alternate path to Montclair State for students who may not have been prepared to enroll upon high school graduation

Initially, Montclair State and BCC 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 BCC and who will, ultimately, pursue a Bachelor’s degree in pre-identified majors at Montclair State.

2. TERM 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 to the other Party. 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 of the breach. 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, the Agreement will terminate after the fourth year from the effective date.

3. IDENTIFYING STUDENTS ELIGIBLE TO PARTICIPATE IN THE PROGRAM

To participate in the pilot cohort(s) of the Program, applicants must fall into one of two groups:

Group A: Students who enrolled at BCC in the fall 2016 semester or after and who are pursuing and will earn an Associate’s degree ("AA, AS"). Students earning the AFA degree will be considered on a case-by-case basis.
**Group B:** Students from BCC who applied for admission to Montclair State as first-time, full-time freshmen for the fall 2017 semester, but who were not offered admission and are enrolled as first time freshmen at BCC, and who are pursuing an AA, AS. Students earning the AFA degree will be considered on a case-by-case basis.

Students in either of these categories will be eligible to pursue automatic transfer to Montclair State upon completion of the AA, AS and will be considered to be dually enrolled at both institutions provided admissions criteria are met at time of degree attainment from BCC.

4. **ADMISSIONS CRITERIA & APPLICATION PROCESS**

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

**Criteria:**

1) Students must complete the Associate of Arts, Associate of Science program. The Associate of Fine Arts degree will be considered on a case-by-case basis.
2) Students must have a minimum cumulative GPA of 2.75 from BCC.
3) Students must select a major from the list of approved programs:

**The application process:**

**Students from Cohort Group A:**

Students from Cohort Group A will indicate their interest in participating in the Program by replying to the offer made by Montclair State. Montclair State will collect this information and share it with BCC. After the student has matriculated at BCC, s/he will follow the same procedure as outlined below for Cohort Group B.

**Students from Cohort Group B:**

Prior to completing the AA, AS, students transferring through the Program must identify themselves with the appropriate office to be determined at BCC. After this point, BCC and Montclair State will work collaboratively to streamline and automate the transfer process for the student. Accordingly:

1) An administrator, to be identified by BCC will provide the Office of Undergraduate Admissions at Montclair State a list of students applying through the Program with relevant biographical and demographical information, to be determined by MSU, so that the Office of Undergraduate Admissions may generate a student application record on each student’s behalf.
2) BCC will also provide the Office of Undergraduate Admissions with transcripts upon request for each student transferring under the Program.
3) The application fee will be waived by Montclair State for students applying through the Program.
4) Montclair State 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 BCC).

All posted Montclair State application deadlines will be upheld.

5. **APPROVED MAJORS AND ACADEMIC PROGRAMS INCLUDED UNDER THE TERMS OF THE AGREEMENT**
Students must select from the pre-approved list of academic programs, below, in order to be considered as participants in the Program.

**College of the Arts**
- Visual Arts (Bachelor of Arts)
- Fashion Studies
- Theatre Studies

**College of Education and Human Services**
- Health Education: Public Health
- Nutrition and Food Sciences: General

**College of Humanities and Social Sciences**
- Anthropology
- History
- Justice Studies
- Linguistics
- Political Science
- Psychology
- Sociology
- Spanish
- Spanish: Concentration in Translation

**College of Science and Mathematics**
- Earth & Environmental Science
- Mathematics

**School of Business**
- Economics (Bachelor of Arts)

*Note: Students are restricted to applying to these specific programs because they represent those which have approved two-year completion plans in place. This list may be subject to additions or deletions, with thirty (30) days' advanced notice by the Party initiating the alteration, as new plans are created or as curricula are changed. Additionally, “restricted majors”—those with higher admissions requirements—have been removed from this list.*

6. **JOINT RESPONSIBILITIES FOR STUDENT SUCCESS**

Beyond a streamlined transfer process, the Program is meant to engender a closer relationship between BCC and Montclair State for the joint purpose of increasing student success. Toward this end, Montclair State 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 BCC 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 will regularly visit BCC campus to conduct advising and provide workshops, and BCC students will be invited to the Montclair State campus to participate in events and activities.

• Further, Montclair State agrees to engage a Montclair State employee to administer the day-to-day operations of this Program on the campus of BCC; BCC agrees to provide office space and other services necessary for the Montclair State staff member administering the daily operations of this program on the BCC.

• Montclair State and BCC 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, BCC and Montclair State enter into this 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

With a copy to:


If to BCC:
Dr. William Mullaney, Vice President of Academic Affairs
Bergen Community College
400 Paramus Road
Paramus, New Jersey 07652

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.** BCC 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.
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Effective date: 3/9/2017

For Bergen Community College

William P. Mullaney, Ph.D.
Vice President for Academic Affairs

For Montclair State University

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

Karen L. Pennington, Ph.D.
Vice President, Student Development & Campus Life