

**ARTICULATION AGREEMENT
BETWEEN
BERKELEY COLLEGE
AND
MERCER COUNTY COMMUNITY COLLEGE**

AGREEMENT by and between Berkeley College (“Berkeley”), an institution of higher education with a location at 44 Rifle Camp Road, Woodland Park, NJ 07424 and Mercer County Community College located at 1200 Old Trenton Rd, West Windsor Township, NJ, 08550 (“MCCC”).

WHEREAS, the parties desire to facilitate opportunities for the full transfer of MCCC associate degrees towards a corresponding bachelor’s degree program at Berkeley, subject to the terms and conditions below; and

NOW, THEREFORE, the parties agree as follows:

I. DESCRIPTION

This Agreement applies to students who have graduated from MCCC with an associate’s degree, apply for admission to Berkeley College, and wish to transfer credit earned at MCCC to a corresponding bachelor’s degree program at Berkeley. Transfer credits will be applied toward the first two (2) years of the corresponding bachelor’s degree program at Berkeley, provided that students meet the eligibility criteria outlined below.

II. ELIGIBILITY

Berkeley will accept transfer credits for students who meet the following criteria:

- A.** Student has completed an Associate in Arts (AA), Associate in Science (AS), and/or Associate in Applied Science (AAS) degree at MCCC in a program that corresponds with a Berkeley bachelor’s degree program;
- B.** Student has taken all of the required courses to be applied toward the corresponding Berkeley bachelor’s degree program listed in Appendix A, which is hereby incorporated into this Agreement by reference;
- C.** Student has earned a passing grade or higher in all of the required courses listed in Appendix A;
- D.** Student has applied and been admitted to Berkeley; and
- E.** Student enrolled in a corresponding bachelor’s degree program at Berkeley.

III. TERMS

- A.** Berkeley shall have and retain sole discretion as to student admission and matriculation. MCCC students are not guaranteed admission to Berkeley College and their applications will be subject to review.
- B.** If a student has completed a program at MCCC that is not included in Appendix A or does not otherwise meet the eligibility criteria outlined in this Agreement, the student may still submit his or her MCCC transcript for evaluation. Berkeley will evaluate the student’s transcript in accordance with its Transfer Credit Policy.
- C.** Certain healthcare programs at Berkeley College are subject to state and/or accrediting agency requirements and have specific transfer credit criteria. Students who do not satisfy the program transfer credit criteria may be required to re-take courses or take additional courses.

- D. In the event that either party modifies or eliminates its program and/or course requirements, it will make reasonable efforts to notify the other party prior to any implementation of any curricular changes that might affect this Agreement.
- E. The parties agree to make a good faith effort to update their respective program and course information on the New Jersey Transfer website.
- F. Grades earned at MCCC are not transferable and will not be applied toward the calculation of the student's grade point average earned at Berkeley.
- G. Not all degree programs and courses are offered at every Berkeley location. Students may be required to take some courses at another location or online.
- H. Berkeley reserves the right to add, discontinue or modify its academic, scholarship and other programs and policies at any time.

IV. TERMINATION

This Agreement shall remain in effect for 5 years from the date of the last signature below (the "Initial Term"). Following the Initial Term, the parties may elect to renew this agreement for an additional five (5) year term upon mutual written consent. Either party may terminate this Agreement by providing at least three (3) months' written notice prior to the intended date of termination.

V. PROPRIETARY MARKS; PUBLICITY

Each party acknowledges that the other is the exclusive owner of certain trademarks and service marks ("Marks"). Each party agrees not to use the Marks of the other for any purpose without prior written consent. The parties hereby grant each other permission to refer to the names of the parties and this Agreement in each party's official Catalog and web site, and in other ways for the sole purpose of promoting the successful implementation of this Agreement and communicating its contents to the general public.

VI. INDEPENDENT CONTRACTORS

It is expressly understood that Berkeley and MCCC are independent contractors. Nothing herein shall create any joint venture, legal partnership, agency relationship or otherwise provide any authority of the one party to bind the other to any third party. Neither party may act in any way as the representative of the other, nor is either party authorized to incur any liability, obligation or expense on behalf of the other party.

VII. ASSIGNMENT

Neither party shall assign or subcontract any portion of its rights or obligations under this Agreement to any unaffiliated person or entity without the written consent of the other party. Any attempt to do so shall be deemed null and void as between the parties. This Agreement shall be binding upon the parties' successors and permissible assigns.

VIII. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of New Jersey without giving effect to any conflict of laws provisions. Any legal proceedings arising out of this Agreement shall be commenced and maintained exclusively in a state or federal court located in the State of New Jersey. The parties hereby consent to jurisdiction and waive any objections to venue in such courts.

IX. NOTICE

Notice shall be given to each party at the address listed below (i) by deposit with an overnight courier with charges prepaid; (ii) by deposit in the United States mail, first-class postage prepaid by registered or certified mail; or (iii) by email to the other party, which shall be effective upon the giving of a separate acknowledgement of receipt. Any notice shall be deemed to have been given one (1) business day after deposit with an overnight courier or three (3) days after deposit in the United States mail.

Berkeley College
Attn: Michelle White
12 East 41st St.
New York, NY 10017
michelle-white2@berkeleycollege.edu

Mercer County Community College
Attn: Athena Patwary
1200 Old Trenton Rd
West Windsor Township, NJ, 08550
patwarya@mccc.edu

X. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter it addresses and supersedes all other agreements, representations and understandings between the parties with respect thereto. Except as otherwise noted, this Agreement, including its appendices, may not be supplemented or modified without a written and dated amendment signed by both parties. Any amendments or modifications to the transfer tables in Appendix A may be evidenced by a written and dated amendments signed by both parties or confirmed by an exchange of electronic messages (e.g. e-mail).

XI. MISCELLANEOUS

- A. Survival of Terms.** The provisions concerning intellectual property rights shall survive the termination of this Agreement.
- B. Headings.** Headings set forth in this Agreement are intended solely for organizational purposes and shall not affect the interpretation of the underlying provisions.
- C. Counterparts.** This Agreement may be executed in counterparts. Execution may be evidenced by an electronic copy (facsimile or electronic image) of the signed document.
- D. Severability.** In the event a court of competent jurisdiction declares any provision of this Agreement to be void, the remaining provisions shall be deemed severed and shall remain enforceable to the full extent permitted by law.
- E. Force Majeure.** Neither party shall be liable for a failure to perform its obligations under this Agreement to the extent that such performance was rendered impracticable by fire, flood, police action, public safety emergency, epidemic, natural disaster or act of terrorism or war.
- F. No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall confer upon any other person or entity, any enforceable right, benefit or remedy of any nature by reason of this Agreement.

Berkeley College
By: Marsha Pollard
Dr. Marsha Pollard
Provost

Mercer County Community College
By: Jianping Wang
Name: Dr. Jianping Wang
Title: President

Date: 1/20/2022

Date:

APPENDIX A

MERCER COUNTY COMMUNITY COLLEGE			BERKELEY COLLEGE		
A.S. Criminal Justice Corrections Option			B.S. Justice Studies - Criminal Justice		
Major Courses		Accepted Semester Credits	Major Courses		Semester Credits to be taken
CRJ 101	Introduction to Criminal Justice System	3	JUS1100	Introduction to Justice Studies	
			JUS1110	Communication Skills for Criminal Justice Professionals	3
			SOC2218	Police in Society	3
CRJ 105	Criminology	3	SOC2220	Criminology	
			JUS2201	Criminal Procedure	
			JUS2205	Criminal Law	3
			JUS3307	Corrections, Probation, and Parole	3
			JUS4406	Research Methods in Criminal Justice	3
			JUS4483	Internship	3
IST 101	Computer Concepts with Applications	3	CIS1115	Computer Applications	
CRJ 103	Introduction to Corrections	3		2000 level Major Elective	
CRJ 211	Community Corrections	3		2000 level Major Elective	
CRJ 212	Juvenile Justice	3		2000 level Major Elective	
				2000 level Major Elective	3
			Major Concentration	2000/3000 level Major Elective	3
				3000 level Major Elective	3
				3000 level Major Elective	3
				3000 level Major Elective	3
				Major Courses Total	33
LEG 256	Career Development for Law and Justice	1	CDV 2000	Career Development I	
Liberal Arts and Science Courses			Liberal Arts and Science Courses		
CSW 100	College Success and Personal Wellness	2	SOC1123	First Year Experience	
ENG 101	English Composition I	3	ENG1105	Writing and Research	
ENG 102	English Composition II	3	ENG2205	Writing Through Literature	
MAT 120 or MAT 125	Mathematics for Liberal Arts or Elementary Statistics I	3	MAT2215	Statistics I	

CMN 111 or CMN 112	Speech: Human Communication or Public Speaking	3	SOC2231	Human Relations	
HIS XXX	Historical Perspective general education elective	3	HUM2225	Introduction to Ethics	
			ENG 3316	The Confident Writer	
SOC 101 or SOC 107	Introduction to Sociology / Social Problems	3	SOC2210	Introduction to Sociology	
			MAT/SCIXXXX	MAT or SCI elective	3
SCI XXX	Science Elective *BIO113, CHE106, or PHY111	3	SCI2230	Forensic Science	
HIS 101 or HIS 102	History of Western Civilization to 1648 / or after 1648	3	HUMXXXX	HUM elective	
			ENGXXXX	English Elective	3
PSY 101	Introduction to Psychology	3		Liberal Arts Elective at 2000 level	
POL 101	Political Science general education elective	3		Liberal Arts Elective at 2000 level	
SOC 209	Racial, Ethnic and Minority Groups	3		Liberal Arts Elective at 2000 level	
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Courses Total	21
Free electives			Free electives		
Elective		3	XXXX	Free Elective	
Elective		3	XXXX	Free Elective	
			XXXX	Free Elective	3
			XXXX	Free Elective	3
				Total Free Electives	6
		60		B.S. Justice Studies Program Total	60

MERCER COUNTY COMMUNITY COLLEGE			BERKELEY COLLEGE		
A.S. Criminal Justice Law Enforcement Option			B.S. Justice Studies-Criminal Justice		
Major Courses		Accepted Semester Credits	Major Courses		Semester Credits to be taken
CRJ 101	Introduction to Criminal Justice System	3	JUS1100	Introduction to Justice Studies	
CRJ XXX	Criminal Justice elective*CRJ103, 104, 207, 211, or 212	3	JUS1110	Communication Skills for Criminal Justice Professionals	
CRJ 102	Police in the Community	3	SOC2218	Police in Society	
CRJ 105	Criminology	3	SOC2220	Criminology	
			JUS2201	Criminal Procedure	3
CRJ 202	Criminal Law	3	JUS2205	Criminal Law	
			JUS3307	Corrections, Probation, and Parole	3
			JUS4406	Research Methods in Criminal Justice	3
			JUS4483	Internship	3
IST101	Computer Concepts with Applications	3	CIS1115	Computer Applications	
				2000 level Major Elective	3
CRJ 206	Police Administration	3		2000 level Major Elective	
				2000 level Major Elective	3
			Major Concentration	2000/3000 level Major Elective	3
				3000 level Major Elective	3
				3000 level Major Elective	3
				3000 level Major Elective	3
				Major Courses Total	30
LEG 256	Career Development for Law and Justice	1	CDV 2000	Career Development I	
Liberal Arts and Science Courses			Liberal Arts and Science Courses		
CSW 100	College Success and Personal Wellness	2	SOC1123	First Year Experience	
ENG 101	English Composition I	3	ENG1105	Writing and Research	
ENG 102	English Composition II	3	ENG2205	Writing Through Literature	
MAT 120 or MAT 125	Mathematics for Liberal Arts or Elementary Statistics I	3	MAT2215	Statistics I	
CMN 111 or CMN 112	Speech: Human Communication or Public Speaking	3	SOC2231	Human Relations	

HIS XXX	Historical Perspective general education elective	3	HUM2225	Introduction to Ethics	
			ENG 3316	The Confident Writer	3
SOC 101 or SOC 107	Introduction to Sociology / Social Problems	3	SOC2210	Introduction to Sociology	
			MAT/SCIXXXX	Mathematics/Science Elective	3
SCI XXX	Science Elective *BIO113, CHE106, or PHY111	3	SCI2230	Forensic Science	
HIS 101 or HIS 102	History of Western Civilization to 1648 / or after 1648	3	HUMXXXX	Humanities Elective	
			ENGXXXX	English Elective	3
PSY 101	Introduction to Psychology	3		Liberal Arts Elective at 2000 level	
POL 101	Political Science general education elective	3		Liberal Arts Elective at 2000 level	
				Liberal Arts Elective at 2000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Elective at 3000/4000 level	3
				Liberal Arts Courses Total	27
Free Electives					
Elective			Free Electives		
Elective		3	XXXX	Free Elective	
		3	XXXX	Free Elective	
			XXXX	Free Elective	3
				Total Free Electives	3
		60		B.S. Justice Studies Program Total	60