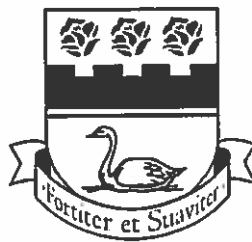




**MERCER COUNTY COMMUNITY COLLEGE-
FAIRLEIGH DICKINSON UNIVERSITY
SCHOLARS PROGRAM**

THE LEADER IN GLOBAL EDUCATION



**FAIRLEIGH
DICKINSON
UNIVERSITY**

AGREEMENT OF UNDERSTANDING

Dual Admission Agreement
Between
Fairleigh Dickinson University
And
Mercer County Community College

Fairleigh Dickinson University (FDU) and Mercer County Community College (MCCC) hereby agree on this xx day of , 2015, to establish a program that enables Mercer County Community College students to complete the upper division courses required for FDU undergraduate degree programs and selected combined bachelor's/master's programs upon completion of an associate degree from MCCC. The MCCC-FDU Scholars Program (hereafter defined as the "Program") provides the necessary support and administrative services for MCCC students to transition to Bachelor of Arts, Bachelor of Science and combined bachelor's/master's degree programs at FDU.

FOR AND IN consideration of the mutual covenants and Agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Admissions:

- a. First-time college students admitted to FDU and who elect to attend MCCC must sign a MCCC-FDU Scholars Program Intent to Enroll Form. The students will have dual admissions to both MCCC and FDU upon completion of the Intent to Enroll Form.
- b. First-time college students applying to FDU who do not meet the FDU requirements for admission must sign a MCCC-FDU Scholars Program Intent to Enroll Form. The students will have dual admissions to both MCCC and FDU upon completion of the Intent to Enroll Form.
- c. Matriculated students at MCCC must complete a MCCC-FDU Scholars Program Intent to Enroll Form prior to the completion of thirty (30) credits at MCCC.
- d. Admissions standards for students entering into the program from MCCC will be consistent with FDU policies. All matriculated students at MCCC must complete an A.A., A.S. or A.A.S. program prior to enrolling in the B.A., B.S. or combined bachelor's/master's program.
- e. All matriculated students at MCCC must complete an Application for Admission during the semester prior to transfer to FDU.
- f. All credits taken at MCCC up to a maximum of sixty-four (64) that are part of an Associate Degree can be considered for transfer to the B.A., B.S. or combined bachelor's/master's program. Courses taken beyond those required for an Associate Degree will be evaluated on a case-by-case basis.

2. Academic Components:

- a. FDU will have complete authority over curriculum requirements including, but not limited to, course and graduation requirements.
- b. MCCC will have complete authority over the A.A., A.S. and A.A.S. program curriculum.
- c. All matriculated students at MCCC will be granted priority at FDU during registration period in their final MCCC semester prior to transfer to FDU.

3. Financial:

All students in the Program will be eligible for a 40% reduction from the appropriate FDU tuition rate upon completion of the associate degree and enrollment in the B.A., B.S. or combined degree program with the following exceptions:

- a. Students who enroll in an undergraduate program with a more favorable tuition reduction already in place.
- b. Members of the Phi Theta Kappa International Honor Society will receive a \$16,000 per year (\$8,000 per semester) academic scholarship in lieu of the 40% reduction with submission of a copy of a membership certificate
- c. Students with a cumulative grade point average of 3.50 or greater will receive a \$1,000 merit scholarship per year (\$500 per semester) in addition to the 40% reduction
- d. Students who qualify for NJ STARS II will receive the \$2,500 scholarship from the state of New Jersey in addition to the 40% reduction or Phi Theta Kappa scholarship
- e. Students eligible for a combined degree program will receive the 40% tuition reduction through the graduate portion of the program unless the student enrolls in a graduate program with a more favorable tuition reduction already in place.
- f. Students electing to reside on either the Metropolitan Campus or Florham Campus will receive a \$1,500 per year (\$750 per semester) housing grant.
- g. All reductions, with the exception of f., are from tuition only, and not applicable to fees, room or board which will be the responsibility of the individual student when enrolled at FDU.

4. Administrative staffing for the program:

- a. FDU agrees to provide an FDU employee to administer the day-to-day operations of this Program on the campus of MCCC.
Duties for this position may include:
 - i. advising prospective and current students
 - ii. monitoring operations at MCCC
 - iii. liaison between both institutions
 - iv. liaison for the Program with other administrative offices at each college/university
 - v. communication with faculty and students on the MCCC campus
 - vi. assistance in marketing the Program
- b. FDU's Community College Partnership Program will be the main contact as the administrative liaison for this Program.

5. Facilities:

MCCC agrees to provide office space and other services necessary for the FDU staff member administering the Program on the MCCC campus.

- a. FDU agrees to advise its employees of their obligation to adhere to all published policies and procedures regarding facilities use at MCCC. It is understood that at all times FDU, its faculty and employees, while performing services under this Program at MCCC remain employees of FDU. Accordingly, FDU shall maintain Worker's Compensation Insurance on said employees.

6. Liability:

- a. MCCC shall exonerate, indemnify and hold harmless FDU (trustees, employees, and representatives) from any claim, damage or loss arising out of MCCC's obligations under this agreement.
- b. FDU shall exonerate, indemnify and hold harmless MCCC (trustees, employees, and representatives) from any claim, damage or loss arising out of FDU's obligations under this agreement.

7. Term:

- a. The term of this Agreement shall commence on TBD and shall continue through June 30, 2019.
- b. This Agreement shall be reviewed by both parties and the provisions of the various attachments shall be approved or revised on an as needed basis.
- c. This agreement may be terminated as follows:
 - i. FDU may terminate this agreement if MCCC breaches any material term, or provision of this Agreement which breach is not cured within thirty (30) days after receipt of written notice from FDU (or, in the case of any breach which cannot reasonably be expected to be cured within thirty (30) days, if MCCC fails to commence such cure within ten (10) days and fails to prosecute such cure to completion with due diligence within ninety (90) days); or
 - ii. MCCC may terminate this Agreement if FDU breaches any material term, or provision of this Agreement which breach is not cured within thirty (30) days after receipt of written notice from MCCC (or, in the case of any breach which cannot reasonably be expected to be cured within ten (10) days and fails to prosecute such cure to completion with due diligence within ninety (90) days).
 - iii. Either party may terminate this Agreement for any reason by delivering written notice to the other. Any such notice shall take effect the later of sixty (60) days after delivery of the notice or the end of the then current academic year.

8. General Provisions:

- a. Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.
- b. Each party agrees to provide information on the Program with appropriate linkages on their respective websites.
- c. This Agreement constitutes the entire agreement of the Parties with respect to the subject to matter hereof. No modification hereof shall be binding upon any of the Parties hereto unless made in writing and signed by the Parties.
- d. The Parties are not and shall not be considered as partners or joint ventures. The execution of this Agreement does not, and shall not constitute a partnership or a principal/agent relationship between the Parties hereto.
- e. Each Party represents to the other that the person signing this Agreement has the full authority to do so.
- f. The Parties may execute this Agreement in two counterparts, each of which shall have full legal force and effect.
- g. This Agreement shall be interpreted and construed under the laws of the State of New Jersey, principles of conflicts of law notwithstanding.
- h. If any provision of this Agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- i. This agreement may not be waived, changed, modified, abandoned, or terminated, in whole or in part, except by an instrument signed by both parties.

9. Every notice required or permitted under this Agreement shall be given in writing, and shall be sent by United States Postal Service Certified Mail, Return Receipt Requested or overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery, to the respective address below or to such other address as either party may designate from time to time by a notice given to the other party. Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery of the notice, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

Mercer County Community College
1200 Old Trenton Road
West Windsor, NJ 08550
Attn: President

Fairleigh Dickinson University
1000 River Road
Teaneck, New Jersey 07666
Attn: General Counsel

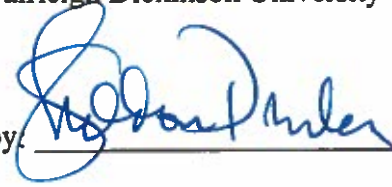
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first hereinabove mentioned.

Mercer County Community College

by:  _____

Dr. Jianping Wang
President

Fairleigh Dickinson University

by:  _____

Mr. Sheldon Drucker
President

by:  _____

Dr. Joseph J. Kiernan
Metropolitan Campus Provost

Attachment A:

Degree Programs with Additional Admission Criteria

B.A. or B.S./M.A.T. (QUEST) Combined Degree Program for Teacher Certification

- Requires minimum grade point average of 3.00

Bachelor of Science in Nursing

-Requires minimum grade point average of 3.00

-Requires grades of "B" or better on the following courses:

General Chemistry I – CHE 101

Microbiology – BIO 201

Anatomy & Physiology I – BIO 103

Anatomy & Physiology II – BIO 104

Applied College Algebra – MTH 140

-Drug and urine test

-Criminal background check

-Kaplan Math Placement test