



ARTICULATION AGREEMENT

This AGREEMENT entered into on this 24th day of January, 2019

BETWEEN

Mercer County Community College

1200 Old Trenton Road

West Windsor, NJ 08550

Hereinafter referred to as "COUNTY COLLEGE"

AND

STOCKTON UNIVERSITY

101 Vera King Farris Drive Galloway, New Jersey 08205-9441

Hereinafter referred to as the "UNIVERSITY"

CONTRACT NUMBER L-112818-8

WITNESSETH:

WHEREAS, the COUNTY COLLEGE and the UNIVERSITY seek to improve the quality and facilitate the transfer of students into comparable academic majors,

NOW THEREFORE, the parties hereby agree to enter into this Articulation Agreement to establish cooperative academic relations so that highly qualified graduates of the COUNTY COLLEGE will be able to pursue a Bachelor of Science degree in Exercise Science (the "Degree Program") at the UNIVERSITY, enabling the students to enhance their career and/or graduate school opportunities and to confirm the terms and conditions of this joint program.

I. DEGREE PROGRAM

A. The UNIVERSITY will accept as course equivalencies in the Degree Program in Exercise Science AS the courses itemized in Section B below; provided the following requirements are satisfied:

1. Students must be admitted to the UNIVERSITY and meet the regular standards for admission for all New Jersey community college graduates.
2. Courses must meet all State and National Standards consistent with the UNIVERSITY's course requirements as shown on www.njtransfer.org.

3. Students must complete certain designated **UNIVERSITY** Program and Cognate course requirements and writing (W1 and/or W2) requirements with appropriate grades, as well as all quantitative reasoning (Q1 and/or Q2) requirements, and the arts (A), historical consciousness (H), international/multicultural (I) and values/ethics (V) requirements. See www.stockton.edu for complete descriptions of these requirements. Most of these requirements can be completed with transfer courses.

B. See below or attached document with approved courses.

Mercer Courses:	Stockton Equivalencies
BIO 103/104 A&P I/II	BIOL 2150/2180 Human Anat/Vert Physio
CMN 111 or 112	Elective
ENG 101/102 Eng Comp I/II	Electives (2 W1s)
HPE 110 or 111; HPE 151	EXSC Cognate/Electives
MAT Elects (135 & 146 preferred)	Electives (2 Q1s)
HPE 134 or 105	EXSC Cognate/Elective
IST 101 Computer Conc/Apps	CSIS 1180 Microcomp/Apps (Elect)
PSY 101 Intro Psychology	PSYC 1100 Intro to Psychology
HPE 101 Basic Conc of Nutrition	EXSC 2103 Exercise Nutrition & Weight Management
HPE 241 Exercise Physiology	EXSC 3101 Exercise Physiology
HPE 242 Exercise Meas & Prescript	EXSC 3102 Fitness Assess & Prescrip
HPE 163, 243 & PTA 105	EXSC Cognates/Electives
General Education (9 cr.)	SOC 101, HIS course, ART/DAN/MUS, PHIL Courses to meet 9 cr. for 3 of 4 in Arts, Hist, Int/Multicultural, or Values/Ethics

C. SUMMARY OF CREDITS:

Type	Transferred Credits	Additional Required Credits for Degree Program	Total	
			BS	BA
Program/Cognate	32	60	92	NA
General Studies	0	16	16	NA
Electives	32	0	32	NA
TOTAL	64	76	140	NA

** a maximum of 64 credits will be accepted by the **UNIVERSITY**, which will establish Junior class status, but some credits may not apply directly to the **UNIVERSITY** Degree Program.

II. TERM OF AGREEMENT

This Agreement shall commence on the date written above. This Agreement shall renew automatically each academic year for a term not to exceed three (3) years from the date of this Agreement. Upon review, the Agreement may be renewed by written consent of both parties. The Agreement may be terminated by either party upon one year's prior written notice to the other party. If this Agreement is terminated, then those students who have been accepted in the Program prior to the date of termination will be allowed to complete the Degree Program at both the **UNIVERSITY** and the **COUNTY COLLEGE**, if the student continues to meet all academic requirements under this Agreement. The **UNIVERSITY** shall not admit any students under this Agreement after the termination date.

III. GENERAL PROVISIONS

A. Non-Discrimination

There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this Agreement, or against any applicant for such employment because of age, race, creed, color, national origin, sex, ancestry, marital status, civil

union status, domestic partnership status, flectional or sexual orientation, gender identity or expression, atypical hereditary, cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, nor handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties of this Agreement do hereby agree that the provision of N.J.S.A. 10:2-1 through 10:2-4; dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereunto, as the same may be amended or modified.

B. Independent Entities N.J.S.A. 10:5-31 et. seq.

Under this Agreement, both **COUNTY COLLEGE** and the **UNIVERSITY** shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary.

C. Modification

This Agreement may only be amended, revised, modified or renewed in writing and signed by both parties and attached to this Agreement.

D. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, particularly the New Jersey Contractual Liability Act, (N.J.S.A. 59:13-1 et seq.) and the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), without giving effect to any choice of law provisions, and any action arising from this Agreement shall be commenced in the New Jersey courts located in Atlantic County, New Jersey or the federal courts located in the State of New Jersey.

E. Sexual Harassment Policy

The **COUNTY COLLEGE** and the **UNIVERSITY** shall have in place a sexual harassment policy. The students shall be provided with a copy of the policy and procedures for reporting incidents of any kind of sexual harassment as defined by the Equal Employment Opportunity Guidelines Commission and/or the State of New Jersey.

F. Integration Clause

This Agreement and any attached addenda constitute the entire agreement between the **COUNTY COLLEGE** and the **UNIVERSITY**.

G. Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such enforceable or invalid provision(s).

H. Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this contract.

IV. INDEMNIFICATION

- A. The **UNIVERSITY** is prohibited from providing any indemnification under the provisions of N.J.S.A. 18A:64-82. The **UNIVERSITY** participates in the State of New Jersey's self-insured risk retention program. The **UNIVERSITY** does not carry separate public liability insurance but manages risks through the State's program and is accorded certain statutory immunities under the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the New Jersey Charitable Immunity Act, N.J.S.A. 2A:53A-7 et seq.

B. The COUNTY COLLEGE shall indemnify and hold harmless the UNIVERSITY, its Board, officers, faculty, students, employees, and agents from and against any and all claims, demands, suits, actions, liabilities, losses, judgments, costs and expenses (including reasonable attorney fees) arising out of or relating to the negligence of the COUNTY COLLEGE, its students, agents and employees, in connection with or arising out of the activity which is the subject of this Agreement.

V. WARRANTIES

The UNIVERSITY and the COUNTY COLLEGE do hereby warrant and represent that they are qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein. The UNIVERSITY and the COUNTY COLLEGE further warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and said laws have not been violated and shall not be violated as they relate to the procurement or performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.

The Richard Stockton College of New Jersey and the County College administrators shall review the progress and policies of the Agreement at least once a year.

VI. ENTIRE AGREEMENT

The UNIVERSITY and the COUNTY COLLEGE acknowledge that this Agreement represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein, and any change in the terms herein must be made in writing and signed by both parties.

VII. NOTICE

The following shall be the names and addresses of the representatives of each party to whom all notices and reports required by this Agreement shall be sent:

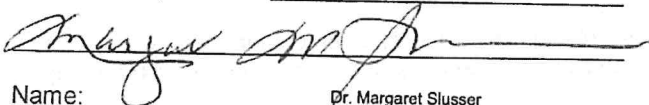
For the UNIVERSITY:



Name: _____ Dr. Kelly Dougherty

Title: _____ Assistant Professor of Exercise Science

Academic Department: _____



Name: _____ Dr. Margaret Slusser

Title: _____ Dean of Health Sciences

Academic Department: _____

For the COUNTY COLLEGE:

Name: _____ Dr. James Brandon Shaw

Title: _____ Vice President for Academic Affairs

Academic Division: James Brandon Shaw

Name: _____

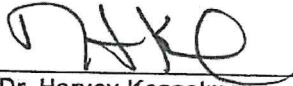
Title: _____

Academic Division: _____

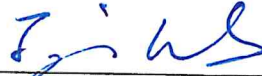
IN WITNESS WHEREOF, the parties hereto, duly authorized, have duly executed and signed this Agreement.

STOCKTON UNIVERSITY

Mercer COUNTY COLLEGE



Dr. Harvey Kesselman
President



Name: Dr. Jianping Wang
Title: President

Date: 12-14-18

Date: 12.19.18

