

## AGREEMENT OF UNDERSTANDING

Dual Admission Agreement  
Between  
Fairleigh Dickinson University  
And  
Bergen Community College

Fairleigh Dickinson University (FDU) and Bergen Community College (BCC) hereby agree to establish a program that enables Bergen 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 BCC. The BCC-FDU Scholars Program (hereafter defined as the "Program") provides the necessary support and administrative services for BCC students to transition to Bachelor of Arts, Bachelor of Science and combined bachelor's/master's degree programs at FDU.

### 1. Admissions:

- a. First-time college students applying to FDU who do not meet the FDU requirements for admission or who elect to attend BCC must sign a BCC-FDU Scholars Program Commitment Form. The students will have dual admissions to both BCC and FDU upon completion of the Commitment Form.
- b. Matriculated students at BCC must complete a BCC-FDU Scholars Program Commitment Form prior to the completion of thirty (30) credits at BCC.
- c. Admissions standards for students entering into the program from BCC will be consistent with FDU policies. All matriculated students at BCC 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.
- d. All matriculated students at BCC must complete an Intent to Enroll Form during the semester prior to transfer to FDU.
- e. All credits taken at BCC 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. All students enrolled in the Program will be subject to FDU's academic policies as stated in the University's Undergraduate Bulletin. The University reserves the right to change its policies and procedures as conditions warrant.
- b. FDU will have complete authority over curriculum requirements including, but not limited to, course and graduation requirements.
- c. All matriculated students at BCC will be granted priority at FDU during registration period in final semester prior to transfer to FDU.

3. Financial:

All students in the Program will be eligible for up to 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 (\$8000 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. All reductions 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 BCC.  
Duties for this position may include:
  1. advising prospective and current students
  2. monitoring operations at BCC
  3. liaison between both institutions
  4. liaison for the program with other administrative offices at each college/university
  5. communication with faculty and students on the BCC campus
  6. assistance in marketing the program
- b. FDU's Center for Academic Student Services will be the main contact as the administrative liaison for this program.

5. Facilities:

BCC agrees to provide office space and other services necessary for the FDU staff member administering the daily operations of this program on the BCC campus.

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

6. Liability:

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

7. Termination for Cause:

This agreement may be terminated as follows:

- a. FDU may terminate this agreement if BCC 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 BCC 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
- b. BCC 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 BCC (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).
- c. 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. 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.
- c. 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.
- d. Each Party represents to the other that the person signing this agreement has the full authority to do so.
- e. This agreement shall be reviewed by both parties and the provisions of the various Attachments shall be approved or revised on an annual basis each July to cover the following academic year.
- 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 , to the respective address set forth below, 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. 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.

Bergen Community College  
President's Office  
400 Paramus Road  
Paramus, NJ 07652

Fairleigh Dickinson University  
President's Office  
1000 River Road  
Teaneck, New Jersey 07666

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.

Bergen Community College



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Dr. B. Kaye Walter  
President

Fairleigh Dickinson University



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Mr. Sheldon Drucker  
President