FIRST AMENDMENT TO
DUAL ENROLLMENT/AUTOMATIC TRANSFER AGREEMENT
BETWEEN
MONTCLAIR STATE UNIVERSITY
AND
BERGEN COMMUNITY COLLEGE

WHEREAS, Montclair State University ("MSU") and Bergen Community College ("BCC") entered into a Dual Enrollment/Automatic Transfer Agreement effective March 9, 2017 ("Agreement") and

WHEREAS, MSU and BCC wish to amend the Agreement to articulate the terms and conditions for students from BCC to dual enroll in or receive transfer credit from MSU for MSU's Teacher Education Programs;

NOW THEREFORE, MSU and BCC agree to amend the Agreement as follows:

1. PURPOSE

In the spirit of deepening our partnership in service of the students we share, Montclair State University 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 Bergen Community College and Montclair State University
- Provide an alternate path to Montclair State University for students who may not have been prepared to enroll upon high school graduation

Initially, Montclair State and Bergen Community College 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 Bergen Community College and who will, ultimately, pursue a Bachelor's degree in pre-identified majors at Montclair State.

2. TERMS 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. 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. 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, it will sunset after the fourth year from the effective date.

3. IDENTIFYING STUDENTS ELIGIBLE TO PARTICIPATE IN THE TEACHER EDUCATION PROGRAM

To participate in the Automatic Transfer Initiative, applicants must meet the following criteria:

Enrolled at Bergen Community College fall 2019 or after pursuing an AS degree in Education or Early Childhood Education.

Currently taking or have taken the required and recommended general education and education courses from BCC for the AS degree or as defined in the curriculum pathway attached as Exhibit A.

Students will be eligible to pursue automatic transfer to Montclair State University upon completion of the Associate's degree (AS) and will be considered to be dually enrolled at both institutions provided Montclair State University admissions criteria are met at time of degree attainment from BCC.

4. MONTCLAIR STATE UNIVERSITY APPLICATION PROCESS:

Students will indicate their interest in participating in the Automatic Transfer Initiative for Teacher Education Programs by replying to the offer made by Montclair State University. Montclair State University will collect this information and share it with Bergen Community College. After the student has matriculated at Bergen Community College, s/he will follow the same procedure as outlined in the following section.

Prior to completing the Associate's degree, students transferring through the Automatic Transfer Initiative must identify themselves with the appropriate office identified by Bergen Community College. After this point, Bergen Community College and Montclair State University will work collaboratively to streamline and automate the transfer process for the student. Accordingly:

1) An administrator identified by Bergen Community College will provide the Office of Undergraduate Admissions at Montclair State University a list of students applying through the Automatic Transfer Initiative for Teacher Education Programs with relevant biographical and demographical information, to be determined, so that the Office of Undergraduate Admissions may generate a student application record on the students' behalf.
2) Bergen Community College will also provide the Office of Undergraduate Admissions with transcripts upon request for each student transferring under the Automatic Transfer Initiative.
3) The application fee will be waived by Montclair State University for students applying through the Automatic Transfer Initiative
4) Montclair State University 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 Bergen Community College).
5) Students who are interested in pursuing the Teacher Education Program must meet with the Office of Teacher Education Admissions, Recruitment and Diversity to process a Teacher Education application and schedule teacher education admissions-related activities.
6) All posted Montclair State University application deadlines will be upheld.

TEACHER EDUCATION ADMISSIONS CRITERIA & APPLICATION PROCESS

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

<u>Criteria:</u>

1) Students must complete the Associate of Science degree in Education or Early Childhood (60 credits minimum).
2) Students must have a minimum cumulative GPA of 3.0 from Bergen Community College.
3) Students must take and pass at least one standardized exam*:
    a. Praxis Core: Score at or above Reading-156, Writing-162, Math-150. If the Praxis was taken prior to June 2014 (PPST/Praxis I), the qualifying scores are: Reading - 175; Writing - 173; Math - 174
    b. SAT: Score at or above Evidenced Based Reading and Writing - 610 (or a 30 in Reading section); Math - 570 (if taken on or after 3/1/2016). If the test was taken between 4/1/1995 and 2/28/2016, the qualifying scores are: Reading - 560 and Math- 540. If the test was taken on or before 4/1/1995, the qualifying test scores are: Reading- 480 and Math- 520.
    c. ACT: Score at or above English- 23; Math- 23 (if taken on or after 8/28/1989). If the test was taken on or before 8/28/1989, the qualifying test scores are: English- 20 and Math- 23.

4) Conditional admission may be considered from a case-to-case basis.

*Passing standardized exam scores for entry to a teacher preparation program are determined by the State of New Jersey and are subject to change.

5. FOR APPROVED MAJOR AND ACADEMIC PROGRAM INCLUDED UNDER THE TERMS OF THE AGREEMENT

Students will select the BA in Educational Foundations for Elementary Teachers academic program housed in the College of Education and Human Services in order to be considered as participants in the Dual Enrollment/Automatic Transfer Program.

6. JOINT RESPONSIBILITIES FOR STUDENT SUCCESS

Beyond a streamlined transfer process, the Program is meant to engender a closer relationship between Bergen Community College and Montclair State University for the joint purpose of increasing student success. Toward this end, Montclair State University 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 University agrees to engage a Montclair State employee to administer the day-to-day operations of this program on the campus of Bergen Community College; Bergen Community College 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 University and Bergen Community College 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, Bergen Community College and Montclair State University enter into an 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

If to Bergen Community College:

Dr. Brock Fisher, Vice President of Academic Affairs
Bergen Community College
400 Paramus Rd.
Paramus, NJ 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. Union 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.

8. All other terms in the Agreement that are not amended by this First Amendment shall remain in full force and effect. If there is a conflict between the Agreement and this First Amendment as it pertains to Teacher Education Programs, then the terms of this First Amendment shall control.

FIRST AMENDMENT TO DUAL ENROLLMENT/AUTOMATIC TRANSFER AGREEMENT
BETWEEN
MONTCLAIR STATE UNIVERSITY
AND
BERGEN COMMUNITY COLLEGE

Effective date: September 6, 2019

For Bergen Community College

Brock Fisher, Ph.D.
Vice President for Academic Affairs

For Montclair State University

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

Exhibit A: Curriculum Pathway (BCC to MSU Approved Courses)

Bergen Community College			Montclair State University		
Course Num.	**Course Name**	**Credit**	**Course Num.**	**Course Name**	**Credit**
Communication			**Elementary Certification Program Requirement**		
COM 100 or 102	Speech Communication or Public Speaking	3	ECEL 279	Foundation and Philosophy of Inclusive Education	3
WRT 101	English Composition I	3	ECSE 339	Pedagogy in the Inclusive Elementary Classroom	3
WRT 201	English Composition II	3	ECEL 408	Social Studies/Arts Elementary Classrooms	3
			ECEL 410	Childhood Classrooms	2
Humanities Electives			ECEL 412	Seminar I: Inclusive Elementary Classrooms	1
GEO 101*	Recommended World Geography	3	ECEL 414	Elementary Classrooms	9
LAN I & II	Recommended in a sequence	6	ECEL 421	Seminar II: Inclusive Elementary Classrooms	3
			ECEL 427	Explorations STEM Elementary Classrooms	3
Mathematics, Natural Sciences & Technology					
BIO 101 +	General Biology I	4	**Major Requirement**		
MAT 103	Recommended Contemporary Math	4	EDFD 220	Philosophical Foundations of Education	3
INF 101	Recommended Intro to Informational Tech	3	EDFD 300	Assessment, Learning Science and Ethics	3
INF 102	Recommended Intro to Computing	1	300 level in	History or Polit. Science or Anthropology	3
			EDFD 449	Current Issues in American Education	3
Social Science Elective					
PSY 101	General Psychology	3	**Math Course Requirement**		
PSY 201 +	Child Psychology	3	MTHM 201	Mathematics in Elementary Schools I	3
			MTHM 302	Mathematics in Elementary Schools II	3
Free Electives			MTHM xx	With Advisors Approval Select Another Math Course	3
HIS 111 *	Recommended History to the Reconstruction	3			
HIST 112 *	Recommended History Since the Reconstruction	3	**Science Course Requirement**		
			CSAM 300	Science Inq Elementary School I: Bio/Chem	3
Program Requirements			CSAM 301	Science Inq Elementary School II: Phys/Earth Sci.	3
EDU 101	Introduction to Education	3			
EDU 102	Inclusion and the Exceptional Child	3	**Literature Course Requirement**		
			READ 399	Early Literacy Development and Instruction	3
(for EDU Concentration)			READ 408	Literacy in Elementary Grades	3
EDU 110	Foundations of Multicultural Education	3			
EDU 140	Educational Technology	3			
EDU 201	Principles and Practices in Education	3			
EDU 220 or PSY 103	Developmental Theory and Learning or Ed Psych	3			
(for Early Childhood Concentration)					
EDU 120	Foundations of Early Childhood Education	3			
EDU 220	Developmental Theory and Learning	3			
EDU 226	Supervised Field Experience	3			
EDU 130 or EDU 110	Infant/Toddler Care or Found of Multicultural Ed	3			
Additional Requirements for Successful Transfer of 60 credits					
GPA	GPA 3.0 Requirement for successful transfer of 60 credits				
Exam (only meet one)	Praxis Core Score at or above Reading-156, Writing-162, Math-150				
	SAT Score at above Reading-610, Writing-610, Math-520				
	ACT Score at or above 23				
	Total	**60**		**Total**	**60**

State Cert Requirement +
Content Tested on Praxis Test *

Total Degree	**120**

PROGRAM: Professional Studies – Education Option
DEGREE: Associate in Science CODE: AS. PS. (Education or Early Childhood)

GENERAL EDUCATION REQUIREMENTS	CREDITS
Communication	**9**
COM–100 Speech Communication or COM-102 Public Speaking	3
WRT-101 English Composition I	3
WRT-201 English Composition II	3
Humanities Electives Recommended LAN I, II in a sequence	**6**
Mathematics, Natural Sciences & Technology	**12**
Required Natural Science Elective BIO 101 + Mathematics Elective Recommended MAT-130 Recommended Informational -102	4 4 3 1
Social Science Elective PSY 201 Child Psychology +	**3**
PROGRAM REQUIREMENTS	**18**
EDU 101 Introduction to Education EDU 102 Inclusion and the Exceptional Child **(For EDU Concentration)** EDU110 Foundations of Multicultural Education EDU140: Educational Technology EDU 201: Principles and Practices in Education EDU 220 Developmental Theory and Learning or PSY 103 Educational Psychology* **(For Early CHILD Concentration)** EDU 120 Foundations of Early Childhood Education EDU220 Developmental Theory and Learning EDU226 Supervised Fieldwork Experience EDU 130 Infant and Toddler Care and Education OR EDU 110 Foundations of Multicultural Education	3 3 3 3 3 3 3 3 3 3
Humanities Elective Recommended LIT 221 * or GEO 101 World Geography *	**3**

Social Science Elective Required PSY 101 General Psychology +	**3**
Free Electives	**6**
Recommended HIST 111 History to the Reconstruction * Recommended HIST 112 History since the Reconstruction*	3 3
TOTAL PROGRAM CREDITS	**60**

+ State Requirement *** Content Tested on Praxis Certification Test**

GPA of 3.0 and passing score on **one of the following** required for successful transfer after 60 credits are earned:

- Core Praxis Exam of Academic Skills (Score at or above Reading-156, Writing-162, and Math-150)
- ACT Exam (Score at or above 23)
- SAT Exam (Score at or above Reading-610, Writing-610, Math-520)