

**ARTICULATION AGREEMENT  
BETWEEN  
MERCER COUNTY COMMUNITY COLLEGE  
&  
LYNN UNIVERSITY, INC.**

**THIS AGREEMENT** ("Agreement") is between MERCER COUNTY COMMUNITY COLLEGE ("MCCC"), a not-for-profit institution of higher education, whose address is 1200 Old Trenton Rd, West Windsor Township, NJ 08550 and Lynn University, Inc. ("Lynn"), a Florida not-for-profit institution of higher education, whose address is 3601 N Military Trail, Boca Raton, FL 33601. MCCC and Lynn are sometimes separately referred to as a "Party" and collectively as "Parties."

**WHEREAS**, Lynn is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and offers various higher education Baccalaureate degree programs, including Bachelor of Arts and Bachelor of Science degrees;

**WHEREAS**, MCCC is accredited by the Middle States Commission on Higher Education and the State of New Jersey Secretary of Higher Education has authorized the college to award the associate degree;

**WHEREAS**, Lynn and MCCC each desire to enter into an Articulation Program" ("Program);

**NOW THEREFORE**, the Parties agree as follows:

1. **Lynn Obligations:** For MCCC, A.A. graduates admitted to Lynn University while this agreement is in effect, Lynn will:
  - a. Consider and accept the general education core earned at MCCC as fulfilling all of Lynn's 100 & 200 level "Dialogues" core requirement (attached hereto as "Exhibit A");
  - b. Subject any MCCC student not having completed all A.A. curricular requirements at MCCC to a course-by-course evaluation;
  - c. Provide the MCCC student with a preliminary evaluation of transferable coursework in the declared programs of study within 24 hours receipt of unofficial or official transcript(s);
  - d. Provide MCCC with current curricular requirements for all Lynn programs of study;
  - e. Within two weeks following the drop/add period each semester, provide for the appropriate MCCC official a list of all MCCC graduates currently enrolled in credit coursework at Lynn;
  - f. Develop for joint ratification specific articulation conditions for each of Lynn's major programs of study.
2. **MCC Obligations:** During this period of this agreement MCCC will:
  - a. Publicize the agreement among its students, faculty, and staff;
  - b. Make available to MCCC student and graduates a description of the curricular requirements in Lynn's various major programs of study.
3. **Mutual Obligations of the Parties:** both institutions, during the period of this agreement, will:
  - a. Monitor the academic performance of each MCCC graduate enrolled at Lynn under the agreement;
  - b. Work cooperatively to minimize transfer and matriculation problems to assess annually the articulation program's effectiveness;

- c. Monitor changes in curricular requirements, keep the other institution of informed of pending changes, and jointly revise any specific program articulation conditions effected by the change(s).
4. **Marketing.** Promotional plans and materials relating to the Program are subject to prior approval by both Lynn and MCCC.
5. **Tuition and Fees.** Tuition and fees shall be assessed by and paid to Lynn for Lynn courses and assessed by and paid to MCCC for MCCC courses. Withdrawals and refunds shall be handled by the institution that received the tuition and fees in accordance with its own rules and policies.
6. **Financial Aid and Scholarships.** While enrolled as a student in courses at Lynn all financial aid and scholarships shall be administered by Lynn.
7. **Student Grievances and Conduct.** Each institution shall use its own administrative process and procedures to address (a) complaints or grievances relating to its administration, faculty, staff, students, classes, services, facilities, etc. and (b) violations of its policies, rules, regulations, ordinances, and/or conduct codes.
8. **Student Services.** Students shall have access to student services at Lynn while they are enrolled as a student at Lynn. Students shall have access to student services at MCCC while they are enrolled as a student at MCCC.
9. **Term and Termination.** This Agreement shall be effective immediately and shall remain in effect for a period of three years, or until terminated as provided in this paragraph. Either institution may terminate this Agreement at any time and without cause upon thirty (30) calendar day's prior written notice. In the event of Program discontinuance, the Parties shall coordinate to develop and implement an appropriate teach-out plan for Students who have either commenced the Program or been accepted into the Program at any stage of the application process.
10. **No Joint Venture.** In the performance of their respective duties and obligations under this Agreement, Lynn and MCCC are each an independent contractor and neither is a partner, joint venture, employee, or servant of the other, and each is responsible only for its own conduct. Neither Lynn's nor MCCC's trustees, directors, officers, shareholders, employees, interns, students, alumni, agents, volunteers, representatives, subcontractors, assignees, successors, or designees, in their official or personal capacities, are employees of the other for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security, or for any other purpose.
11. **Law and Jurisdiction.** Florida law shall govern the validity, construction, and performance of this Agreement, and courts located in the State of Florida shall be the exclusive forum for any proceeding or suit at law or in equity arising from or incident to this Agreement. Each institution shall be separately responsible for compliance with all federal and state nondiscrimination laws.
12. **Severability.** If any term, clause, provision, or paragraph of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, such declaration shall

not affect the validity and enforceability of the remaining terms, clauses, provisions, or paragraphs of this Agreement.

**13. Use of Marks.** Neither party shall use the other party's trademarks, service marks, trade names, graphic images, or logos without prior written authorization of the other party, except that either party may use the other party's name for the purpose of publicizing the Program.

**14. Assignment.** Neither institution may assign this Agreement without the other institution's prior written consent. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity of enforceability of any other term or provision. A waiver by either institution of any provision or breach of this Agreement shall not waive any other provision or breach, nor shall the same be deemed to be a waiver of any subsequent breach, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. This Agreement contains the entire agreement between the institutions, and shall be binding upon the institutions and their respective successors and assigns. No amendment to this Agreement shall be effective unless it is in writing and signed by both institutions' authorized representatives. This Agreement is for the sole and exclusive benefit of the institutions, and neither institution intends to create a benefit in favor of any student, other person, entity, or third party.

**15. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date written below.

LYNN UNIVERSITY, INC.

By: 

Date: 10/30/15

Name: Kevin M. Ross

Title: President

MERCER COUNTY COMMUNITY COLLEGE

By: 

Date: 11.30.15

Name: Jianping Wang

Title: President

## Exhibit A

### LYNN UNIVERSITY GENERAL CORE REQUIREMENTS

#### **Perspectives and Academic Skills**

The university believes that a liberal arts education is an essential foundation for, and complement to, its many career-oriented programs. General education and study in the major contribute to achieving the university's overall educational purpose: To produce graduates who possess knowledge, confidence, competencies and ethical consciousness to assume positions of responsibility and leadership as productive, global citizens prepared for lifelong learning. General education knowledge and academic skills are developed within a diverse learning community of students and faculty in order to foster diversity of thought and provide the opportunity to integrate varied perspectives, experiences and breadth of learning. The major provides in-depth learning within a discipline or group of disciplines and further develops perspectives and academic skills.

#### **Core Curriculum for Full Time Undergraduate Program**

As an institution that excels in interactive learning and innovative pedagogies, Lynn University's core curriculum, "The Dialogues," offers students the opportunity to develop the skills, knowledge and perspective essential to their intellectual, personal and professional education. The Dialogues offers an innovative approach to general education that integrates liberal and professional study, knowledge and skills acquisition, and multidisciplinary perspectives and methods within a four-year developmental and outcomes-based curriculum. The origin of all learning is questioning; thinking, asking, wondering why. Whether talking to ourselves or to others, dialogue is the medium through which we all learn, create, acquire and understand. At a time when the sheer volume of information is ever increasing, the essential skills of reasoning, analysis, reflection and the art of discourse remain essential. In the aesthetic dimensions of human imagination and creation, curiosity, wonderment and inspiration arise from sensory interactions and dialogues of self-expression. In addition, for every known fact or accepted truth, there is always a need to question, to constantly ask why, or else we surrender not only our capacity to think, but also our ability to learn, change and grow. In that spirit, Lynn University's core curriculum views dialogue, philosophically and pedagogically, as the basis for all learning. Using a thematic approach to the perennial questions and goals of liberal education, the core centers on three comprehensive domains of human thought, expression and action:

- Dialogues of Self and Society
- Dialogues of Belief and Reason
- Dialogues of Justice and Civic Life