

ARTICULATION AGREEMENT
BETWEEN
FAIRLEIGH DICKINSON UNIVERSITY
AND
MERCER COUNTY TECHNICAL SCHOOLS

This Articulation Agreement (“Agreement”) is entered into on this 28th day of January, 2025 by and between Fairleigh Dickinson University, a New Jersey non-profit corporation (“University” or “FDU”), and Mercer County Technical Schools (“Institution” or “MCTS”), (each a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Institution owns and operates the above-mentioned facility and is licensed by the state of New Jersey;

WHEREAS, University offers baccalaureate degree programs in Nursing and Allied Health Technologies, Respiratory Care concentration (“Program”);

WHEREAS, the Parties desire to enter into this Agreement under which qualified students of MCTS will be eligible to receive credits toward the Program at FDU;

WHEREAS, the parties will provide students with all information, including the complete list of course equivalencies pertaining to this agreement; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This Agreement shall become effective on February 18th, 2025 and shall remain in effect until June 30, 2035.
2. This Agreement and its requirements will be reviewed as necessary but at least annually.
3. Institution and University will each assign a staff person to serve as liaison to coordinate the performance of this Agreement.
4. Institution and University will provide students with all Program requirements, information, and a list of course equivalencies pertaining to this Agreement, including but not limited to those set forth in Appendix A.
5. FDU retains decision-making authority with respect to its admission criteria and standards in accordance with its routine practices.

6. Term and Termination.

a. This Agreement will have an initial term of ten (10) years and will automatically renew for subsequent one-year terms unless terminated by either Party.

b. This Agreement may be terminated at any time upon the mutual written agreement of FDU and MCTS. In addition, this Agreement may be terminated without cause upon 30 days prior written notice by either Party.

c. Upon any termination of this Agreement, the Parties will take reasonable measures to assure that students already participating in the Program are able to progress toward their degree as contemplated by this Agreement.

7. Notices. Every notice required or permitted under this Agreement will, unless otherwise specifically provided herein, be given in writing, and may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall be addressed by the Party giving, making, or sending the notice to the other Party at their address set forth below or to such other address as either Party may designate from time to time by written notice.

Notice shall be deemed to be given upon receipt. Notwithstanding the above, a notice of change of address shall not be effective until received.

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

Mercer County Technical Schools
1085 Old Trenton Road
Trenton, NJ 08690
Attn: Assistant Superintendent

8. Other.

a. During the term of this Agreement and thereafter as required by law, both Parties will keep all student information confidential in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and its implementing regulations at 34 C.F.R.- 99.1 et seq. and N.J.A.C. 6A: 32-7.1 et seq.

b. It is expressly understood that FDU and MCTS are independent contractors with respect to each other.

c. The Parties to this Agreement hereby agree that they will not discriminate on the basis of race, sex, gender, creed, color, national origin, marital status, ancestry, age, affectional or sexual orientation, gender identity or expression, pregnancy status, veteran status, religion, disability, socioeconomic status, or other protected status under applicable law; and that each will fully comply with all federal and state statutes, and all rules and regulations promulgated thereunder, in the performance of this Agreement.

- d. This Agreement shall be governed by the laws of the State of New Jersey, including but not limited to N.J.S.A. 18A.
- e. Neither FDU nor MCTS shall have any liability for failure to perform under this Agreement due to events or conditions beyond its reasonable control or which make an essential purpose of this Agreement impractical to achieve. These circumstances may include, without limitation, natural disasters or acts of God; acts of war, terrorism, riots, or widespread criminal activity; changes in law, regulation, or rule; government acts or orders (including the extension or modification of a pre-existing governmental act or order); a state of emergency; labor disputes or stoppages; fire, storm, or other natural disaster; quarantines; new outbreaks or resurgence of Coronavirus or other communicable diseases, viruses or illnesses requiring quarantine or significant curtailment of activities; other pandemics or epidemics; or any other cause, whether or not similar in kind to the foregoing that is beyond a Party's reasonable control, taking into account the associated budget allocated by each Party to the activities contemplated hereunder.
- f. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter it addresses and supersedes all other agreements, representations and understanding between the parties with respect thereto. This Agreement may not be supplemented or modified except through a written and dated amendment signed by both parties.
- g. In the event a court of competent jurisdiction declares any provision of the Agreement to be void, the remaining provisions shall be deemed severed and shall remain enforceable to the full extent permitted by law.
- h. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- i. If necessary to comply with applicable law, this Agreement is subject to ratification and final approval by MCTS after receipt from FDU of a signed Agreement. In such event, MCTS will seek to expeditiously obtain the necessary ratification and approvals and will promptly inform FDU of any associated issues or delays.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

Fairleigh Dickinson University



Name: Annie Rohan, Ph.D.

Title: Dean, Henry P. Becton School of Nursing and Allied Health

Date: 1/11/2025

Mercer County Technical Schools



Name: Mr. Matthew C. Carey

Title: Superintendent of Schools

Date: 02/18/2025

Appendix A

Program Requirements

Fairleigh Dickinson University, Henry P. Becton School of Nursing and Allied Health shall be solely responsible for the requirements of its Program.

Students will be required to meet all admission requirements for Fairleigh Dickinson University, in addition to the following Program requirements:

- Successful completion of Mercer County Technical Schools with a minimum of 3.0 overall average on a 4.0 scale.
- Students must have completed the four-year Health Science Academy Program at MCTS to earn credit at Fairleigh Dickinson University towards their Bachelor of Science in Nursing or Bachelor of Science in Allied Health Technologies, Respiratory Care concentration.
- 2 letters of recommendation (1 from Health Science Academy faculty at MCTS and 1 from a Guidance Counselor at MCTS).
- Meet with an advisor at Fairleigh Dickinson University.
- Upon confirmation of acceptance to FDU, the student will submit an official transcript for consideration for enrollment to the Program.

Meeting minimum admissions criteria does not imply a guarantee of admission to FDU. Students who are admitted to FDU and enrolled in the Program will be awarded 45 credits from FDU toward the Bachelor of Science in Nursing program or 36 credits toward the Bachelor of Science in Allied Health Technologies, Respiratory Care concentration program in accordance with the lists attached.