

PARTNERSHIP AGREEMENT

By and between

STOCKTON UNIVERSITY

And

ATLANTIC CAPE COMMUNITY
COLLEGE

I. Purpose

The purpose of this Partnership Agreement dated as of September 1, 2017 is to offer students a unique opportunity to seamlessly pursue Associate's and Bachelor's degrees at two outstanding institutions of higher education, STOCKTON UNIVERSITY (Stockton) and ATLANTIC CAPE COMMUNITY COLLEGE (Atlantic Cape). As part of this agreement, the Charles D. Worthington Atlantic City Campus will prominently display "Stockton University at Atlantic Cape" to signify the importance of the relationship.

Students who complete A.A. and A.S. degrees at Atlantic Cape and fulfill the other criteria pursuant to this Agreement will enter Stockton as fully matriculated students with junior standing. This includes students who are not initially admitted to Stockton as freshman applicants but who are offered admission to Atlantic Cape. These students will be jointly counseled and advised by Stockton and Atlantic Cape prior to the completion of the Associate's degree.

This agreement allows for reverse transfer, a process for transferring academic credits for applicable courses taken at Stockton to Atlantic Cape for the purpose of awarding an Associate's degree.

This agreement establishes a framework for continued collaborative and joint educational offerings, intended to expand access to higher education and to continuing professional education in Atlantic and Cape May Counties and the State of New Jersey as a whole.

II. Designated Programs and Requirements

Each matriculated Atlantic Cape student who signs a consent form and agrees to be part of the program shall automatically be conditionally admitted to Stockton as an undergraduate student, subject to such student (a) having successfully obtained an A.A. or A.S. degree from Atlantic Cape and (b) having satisfied all other applicable program-specific requirements determined to be applicable to a particular Stockton undergraduate program, including minimum GPA requirements and course prerequisites. Some Stockton undergraduate programs have additional applications and admissions requirements that will still be required for admission by Atlantic Cape students.

An Atlantic Cape student who has completed a minimum of 36 transferable credits but has not obtained an A.A or A.S. degree from Atlantic Cape and matriculates successfully into Stockton shall be eligible to earn the Associate's degree from Atlantic Cape upon completion of a total of 64 credits (combining Atlantic Cape and Stockton's credits), provided the student has earned a minimum 2.0 GPA and satisfied all other Atlantic Cape requirements required for the Associates degree. Stockton will notify Atlantic Cape of all such students who meet these requirements so that the student can be awarded an A.A. or A.S. degree from Atlantic Cape under the terms of this Agreement. All costs associated with tuition and fees will be paid directly to the institution that renders the service.

III. The Application Process and Procedures

- A. All freshman applicants to Stockton who apply and are denied admission to Stockton shall receive an admission letter conditionally accepting them to Stockton University at Atlantic Cape through this partnership Agreement.
- B. All other Atlantic Cape students will be eligible to be enrolled in this program upon their acceptance by Atlantic Cape.
- C. Each matriculated student who attends Atlantic Cape and agrees to be part of the program will, as a part of their application process, sign a consent form permitting Atlantic Cape and Stockton to share student information.
- D. Any Stockton application fees will be waived for students whose admission to Stockton is covered in this Agreement.
- E. Atlantic Cape will provide to Stockton an electronic copy of each participating student's transcript, free of charge, so that Stockton may monitor student start dates, course selection, grade point average, credits completed, and active or inactive status.
- F. During each student's penultimate semester at Atlantic Cape (e.g., during the third semester of a full-time student's enrollment at Atlantic Cape), as a function of the joint advising program described in Section VI below, each participating student will be required to (i) confirm his or her continued intent to matriculate at Stockton and (ii) indicate the Stockton undergraduate program in which such student plans to enroll. After Stockton's receipt of such confirmation, the student will be eligible to receive advising services from Stockton's Advisement Center on issues such as financial aid, program-specific prerequisites, additional admission requirements, and other administrative matters relating to such student's planned matriculation at Stockton.
- G. Following a participating student's matriculation at Stockton, Stockton shall provide Atlantic Cape the following information, upon request, with respect to such student: (i) whether such student is still attending Stockton; (ii) whether such student has completed 64 credits, thereby making said student eligible for reverse credit transfer; (iii) whether the student is maintaining a 2.0 GPA; and (iv) whether such student has graduated.
- H. Stockton will modify its admissions process to provide that students who are conditionally admitted shall be officially admitted to Stockton pending such students' (a) successful completion of an A.A. or A.S. degree at Atlantic Cape and (b) satisfaction all other applicable program-specific requirements determined to be applicable to a particular Stockton undergraduate program, including minimum GPA requirements and course prerequisites.

IV. Time Limits

- A. Any full-time student who matriculates at Stockton within three (3) years of

such student's original enrollment at Atlantic Cape will be subject to the undergraduate degree requirements for the applicable Stockton program in place at the time of original enrollment at Atlantic Cape. If more than three (3) years lapse between the date of original enrollment at Atlantic Cape and the date of matriculation at Stockton, the full-time student must satisfy any degree requirements in place at the time of matriculation at Stockton for the applicable Stockton program.

- B. Any part-time student (i.e., a student that is classified by Atlantic Cape as a part-time student in any one semester of continuous enrollment) that matriculates at Stockton within five (5) years of such student's original enrollment at Atlantic Cape will be subject to the undergraduate degree requirements for the applicable Stockton program in place at the time of original enrollment at Atlantic Cape. If more than five (5) years lapse between the date of original enrollment at Atlantic Cape and the date of matriculation at Stockton, the part-time student must satisfy any degree requirements in place at the time of matriculation at Stockton for the applicable Stockton program.

V. Transferability of Credits

The transferability of credits from Atlantic Cape to Stockton will be determined in accordance with the Comprehensive State-Wide Transfer Agreement, commonly referred to as the Lampitt Law.

VI. Joint Advising

- A. Atlantic Cape students will be jointly advised by both Stockton and Atlantic Cape beginning when such students enroll at Atlantic Cape to maximize each student's ability to enter Stockton as third year students by not just obtaining an A.A. or A.S. degree but also having taken the correct prerequisite courses and having been advised of all Stockton and program degree requirements.
- B. If a student's undergraduate work is not progressing satisfactorily at any time during the first two years at Atlantic Cape and falls below the minimum GPA for matriculation at Stockton (or if the student has selected a specific Stockton program with additional admission requirements and is not meeting them), then the Parties will jointly issue a letter to the student alerting the student to potential ineligibility for admittance into Stockton and offering counseling and proactive steps in order to improve performance.

VII. Financial Aid

- A. Financial Aid will be processed and provided by Atlantic Cape for the students during the period of their enrollment at Atlantic Cape. During the period the student is enrolled at Stockton, students covered under this Agreement may apply for financial aid through Stockton pursuant to its applicable policies and procedures.
- B. Stockton will provide five (5) scholarships of \$2,000 per year to top performing Atlantic Cape students whose admission to Stockton is covered

by this Agreement and who matriculate on Stockton's main campus in Galloway or Atlantic City campus.

VIII. Cooperation, Assessment and Other Initiatives

- A. The Parties will establish an advisory partnership between their respective support/student services groups, in a best practice relationship, in the following areas: (a) enrollment management, (b) academic services, (c) library resources, (d) student services and (e) information technology and (f) use of facilities.
- B. The Parties acknowledge that a successful partnership will require their ongoing cooperative efforts, analysis and support. In addition, the Parties acknowledge that further opportunities exist for collaboration and partnership between Stockton and Atlantic Cape. Accordingly, Stockton and Atlantic Cape will each designate appropriate members of their staff and administration to identify opportunities and to resolve challenges relating to the partnership across a broad range of academic and administrative functions.
- C. The program will be assessed after the first five years of operation using a mutually agreed upon assessment plan and then every two years thereafter.

IX. Intellectual Property; Publicity

Stockton and Atlantic Cape will work cooperatively to adopt brand language. All agreed upon trademarks that incorporate Stockton or any other indicia of Stockton shall be owned by Stockton. Each of the Parties will be permitted to advertise the partnership with the other Party, including the streamlined admissions program. Stockton and Atlantic Cape will be granted non-exclusive, non-transferable, permission to use the other institution's name, logo and related intellectual property for academic, business and merchandizing purposes, including permission to use mutually acceptable domain names and URL's relating to the dual admissions program and partnership described in this Agreement without royalty or fee and upon prior written approval by Stockton and by Atlantic Cape. Stockton and Atlantic Cape will work cooperatively to determine whether trademarks for "Stockton University at Atlantic Cape" should be federally registered.

To the maximum extent possible, the Parties shall notify one another when asked for public statements or press releases relating to the Agreement and shall take reasonable steps to secure authorization from one another in approving such messages prior to making any public statements.

X. Fundraising/Foundation and Alumni Activities

Each Party shall retain the right to solicit donations from matriculated students and alumni who have completed the relevant degree programs described in this Agreement. Each Party shall reserve the right to treat students who have completed relevant degree programs as alumni of the relevant degree granting institution. The Parties may work jointly in developing mutually beneficial

fundraising and alumni engagement strategies.

XI. Housing

Students who are enrolled at Stockton University at Atlantic Cape will be eligible to apply for Stockton housing. Housing fees will be paid directly to Stockton.

XII. Separate Accounting; No Change in Status

- A. Costs and revenues will not be shared or allocated between the Parties. During the period that a participating student is enrolled at Atlantic Cape, all costs and revenues, arising from such enrollment will be paid to Atlantic Cape. During the period that a participating student is enrolled at Stockton, all costs and revenues, arising from such enrollment will be paid to Stockton.
- B. Stockton and Atlantic Cape, and their respective Boards of Trustees, will continue to maintain their independent authority, rights and privileges as set forth in their respective enabling statutes and bylaws. Moreover, the employees of Stockton and Atlantic Cape shall continue as employees of their respective institutions, with all the rights and obligations attendant thereto. The foregoing shall not preclude Stockton and Atlantic Cape from entering into arrangements in the future to jointly employ certain individuals. Each institution shall be responsible for funding its own budgets.

XIII. Term, Renewal and Termination

- A. Term: This Agreement shall have an initial term ending on the date that is 5 years after this Agreement becomes effective. Subject to changes that may be agreed to by the Parties pursuant to the assessments set forth in Section VIII(c) and as otherwise set forth herein, this Agreement shall renew automatically for successive two-year terms until terminated.
- B. Termination
 - 1. This Agreement may be terminated by either Stockton or Atlantic Cape (provided that the terminating Party is not then in material breach of any covenant or other agreement contained herein) by written notice to the other Party if:
 - a. there shall have been a material breach of any of the covenants set forth in this Agreement on the part of the other Party, which breach (if susceptible to cure) is not cured within one hundred twenty (120) days following written notice period to the Party committing such breach, or
 - b. the other Party shall cease to maintain its accreditation or licensure, or
 - c. the other Party or any of its employees or agents shall engage in any

conduct that could reasonably be expected to adversely affect the reputation of the Party seeking termination.

2. After the first 5 years following the date this Agreement becomes effective, either Party may terminate this Agreement for any reason or no reason upon one year's written notice to the other Party.
3. In the event that this Agreement is terminated, it is understood and agreed that the termination will not apply to those students already accepted to Stockton and Atlantic Cape under the terms of this Agreement.

XIV. Compliance with Applicable Laws

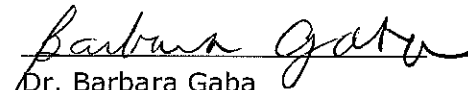
- A. The Parties agree to abide by the Family Educational Rights and Privacy Act ("FERPA") and any other applicable federal and state laws/regulations addressing student privacy. Any student data proposed to be shared (whether before or after the execution of this Agreement) will be shared only in compliance with FERPA or any other applicable federal and state laws.
- B. Both Stockton and Atlantic Cape, in its programs and services, adhere to the State's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, Stockton and Atlantic Cape will not discriminate based upon race; creed; color; national origin; ancestry; age; sex; marital status; familial status; affectional or sexual orientation; atypical heredity, cellular, or blood trait; genetic information; liability for training and service in the Armed Forces of the United States; or disability.
- C. This Agreement will be governed by and construed under the laws of the State of New Jersey without regard to conflicts-of-laws principles. All disputes arising under this Agreement shall be resolved by arbitration in the State of New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association then currently in effect, or by an individual arbitrator mutually agreed upon by the parties. Demand for arbitration of any such dispute shall be made within a reasonable time after the dispute has arisen, and shall in no event be made after the date when institution of legal or equitable proceedings for the resolution of such dispute would be barred by the applicable statute of limitations as determined under the laws of the State of New Jersey. Any demand for arbitration shall include all disputes then known to the demanding Party. Judgment upon the award rendered hereby may be entered in any court having competent jurisdiction thereof or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- D. This Agreement may be executed in one or more counterparts, each of which will be deemed an original of this Agreement and all of which will be deemed to constitute the same letter. To the extent permitted by law, a signature delivered via facsimile or email will be considered as an original for the purposes of acknowledging and agreeing to the terms of this Agreement.
- E. This Agreement supersedes any other similar agreement, written or otherwise or any representations made thereto, between the Parties or any past practices

of a nature provided for herein.


- F. The Parties and the signatories to this Agreement represent that all necessary actions have been taken to authorize such execution.

IN WITNESS WHEREOF, the Parties hereto have duly executed this instrument.

For Atlantic Cape Community College:


Dr. Barbara Gaba
President

For Stockton University:


Dr. Harvey Kesselman
President