

**NORTHERN ESSEX COMMUNITY COLLEGE AND
CALIFORNIA UNIVERSITY OF PENNSYLVANIA
ARTICULATION AGREEMENT**

THIS AGREEMENT, dated this 7th day of May 2013, is made by and between, Northern Essex Community College located, at 100 Elliott Street, Haverhill, MA hereinafter called “NECC”, and California University of Pennsylvania, located at 250 University Avenue, California, Pennsylvania, hereinafter called “CAL U”.

NECC and CAL U acknowledge their shared mission to provide quality higher education programs, which meet the needs of the region and provide a workforce of highly trained individuals.

The primary purpose of this agreement is to enhance the transferability between NECC’s Associate of in Science Degree Programs in Paralegal Studies and Criminal Justice and CAL U’s Bachelor of Arts Degree in Jurisprudence with a concentration in Legal Studies. A secondary purpose is to provide faculty and administration of both institutions with more precise guidelines for advising students interested in pursuing a Bachelor of Arts Degree in Jurisprudence with a concentration in Legal Studies.

This agreement does not exclude students from transferring to majors other than Jurisprudence with a concentration in Legal Studies. Appendix A, consisting of one (1) page, attached hereto and incorporated herein, outlines the courses that will be accepted from NECC.

I. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution and will be reviewed annually for accuracy. This Agreement may not exceed a period of five (5) years.
- b. *Termination of Agreement.* Either party may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination. Either party may terminate with Agreement with no prior written notice in the event of a substantial breach.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination and related procedures to insure such based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to

each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the final date indicated below.

Northern Essex Community College:

California University of Pennsylvania:

Lane A. Glenn Ph. D.
President
Northern Essex Community College

Dr. Bruce Barnhart
Acting Provost
California University of Pennsylvania

William Heineman, Ed. D.
Vice President for Academic Affairs
Northern Essex Community College

Charles Phair, MBA
Dean, Art, Business, Communication, Technology
And Law, Education and Social Professions
Northern Essex Community College

Grace Y. A. Young, MSW
Dean, Academic Advising, Articulation,
Transfer, Testing, & TRIO
Northern Essex Community College

Reviewed and approved as to form and legality:

University Legal Counsel

Date of final signature

Appendix A

Criminal Justice AS Degree Program

Northern Essex Community College

California University of Pennsylvania

General Education Courses:

GEE 162 General Education 41 cr.

Free Electives:

ELC 162 Free Electives 22 cr.

Total Transfer Credits 63 cr.