



## **Memorandum of Understanding**

### **Thomas Edison State University And County College of Morris**

This Memorandum of Understanding (MOU) is entered into between Thomas Edison State University (the University) and County College of Morris (CCM) for the purposes of creating an **Undergraduate** degree completion program.

#### **1. Thomas Edison State University**

Thomas Edison State University provides distinctive undergraduate and graduate education for self-directed adults through flexible, high-quality collegiate learning and assessment opportunities. Thomas Edison State University was established by the State of New Jersey and chartered by the New Jersey Board of Higher Education in 1972. The University was founded for the purpose of providing diverse and alternative methods of achieving a collegiate education of the highest quality for mature adults.

#### **2. County College of Morris**

County College of Morris is committed to excellence in teaching and lifelong learning through the delivery of exceptional programs and services to our students and to the larger community that reflect a dedication to inclusiveness and diversity, educational advancement, cultural enrichment and workforce development.

This undertaking by the University and CCM is intended to provide CCM students a pathway to the baccalaureate degree programs at the University. The parties agree to cooperate in articulating their academic programs and services so that students may take full advantage of their combined educational opportunities and that the institutions may benefit from their cooperative initiatives.

For the purpose of facilitating student articulation, CCM and the University agree in principle to maintain transfer guidelines outlining policies, procedures, program transfers and, where possible, specific course equivalencies for students transferring into associate degree programs at the University. Both the University and CCM will make available to all interested students the appropriate transfer information as outlined in this MOU.

The University and CCM will implement this MOU in accordance with the rules and regulations of all applicable New Jersey State and United States federal education regulatory authorities. Both institutions will cooperate in providing information and data needed to comply with these requirements.

#### **1. Academic Programs**

The University, through a review based upon the CCM curriculum and in consultation with CCM will accept students into the Bachelors program specified in Appendix A. Additional programs, mutually agreed upon by both parties, may be added to this agreement through an addendum to Appendix A.

Degree candidates must complete the specific degree requirements and adhere to academic policies in effect at the time of their enrollment.

All associates degrees earned under the terms of this MOU will be granted by CCM.

#### **3. Curriculum**

The curricula for the degrees specified in this agreement are detailed in Appendix B.

The curricula for County College of Morris associate degree programs will transfer to the University through the University's policies and procedures for transfer credit acceptance.

Courses taken as remediation to develop basic skills will not be accepted toward degree requirements.

The University will provide degree template(s), as needed, which specify the courses/examination required in order to earn an approved baccalaureate degree. The University reserves the right to modify the curriculum at any time.

University courses will be offered only as online courses.

The University will accept up to 90 credits from CCM based on current policies and procedures unless otherwise specified in this agreement. All credits must be documented on an official transcript from CCM. Duplicated courses among multiple programs may receive transfer credit only once.

The University will notify CCM if any changes are made to degree programs covered under this agreement. Any examinations, courses or academic materials created by the University under the terms of this MOU will be the sole property of the University. The University retains the right to determine which examinations, courses and academic materials it will develop at its expense. Examinations, courses and academic materials developed at the request of CCM will be completed under a separately executed agreement.

#### **4. Undergraduate Enrollment**

Students will be admitted and covered by this MOU, under the following Scenarios:

1. Students may apply to the University at any time during their enrollment at CCM, or
2. Students have one year after completing the associate's degree at CCM to apply to the University to be covered under the terms of this MOU.

In cases where CCM has granted a student transfer of credit for coursework at another institution, it is assumed that the University will request the student provide documentation for those courses directly from that third institution. At its option, the University may accept the transfer of credit granted by CCM.

If a student takes course(s) at another institution while enrolled at the University (other than the University or CCM), the student will be responsible for any and all costs incurred at that institution. Such courses are subject to the transfer policies in place at the time of the student's enrollment.

To earn a bachelor's degree under this program, students must satisfy the minimum TESU residency requirements in place at the time of their enrollment. The number of hours needed for completion of a bachelors degree is subject to the policies in place at the University at the time the student enrolls with the University.

The University will assign a process to track students from the CCM program.

Students enrolled at the University will follow a standardized curriculum established by the University designed to guide the student toward degree completion. Upon enrollment in the University, students will be supported in the program through the University's academic advisement process.

#### **5. Relationship Between Parties**

The Parties are independent contractors, and neither Party will hold itself out to be the agent, employee, partner or joint venture of the other Party. When used by the Parties, the terms, "partner" or "partnership," are for convenience of reference, and have no legal significance.

#### **6. No Third Party Beneficiaries**

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the Parties hereto, any rights or remedies, under or by reason of this MOU.

#### **7. Assignment**

Neither party will voluntarily or by operation of law assign or otherwise transfer its obligations under this MOU, without the prior written consent of the other party.

#### **8. Responsibility**

Each party shall be responsible for its own acts and omissions, as well those of its employees, officers and agents.

#### **9. Non-Discrimination**

For the purposes of this MOU, the Parties agree to abide by all applicable federal and New Jersey state laws and regulations prohibiting discrimination.

#### **10. Family Educational Rights and Privacy Act**

The Parties acknowledge that this MOU is subject to the Family Educational Rights and Privacy Act, a United States federal law that precludes the release of education records without the written consent of the student, with certain limited exceptions.

#### **11. Publications and Marketing**

The University and CCM will jointly promote this undertaking to students of CCM. All materials mentioning the relationship must be approved in writing by both the University and CCM, prior to their publication and distribution, and such approval will not be unreasonably withheld. This includes such publications as newsletters, press releases, electronic postings or other publications mentioning this arrangement.

## 12. Liaisons and Communication

CCM will identify a contact person within its organization who will serve as a liaison with the University regarding this undertaking. The liaison will be able to answer basic questions about the University for students from CCM and provide such students with copies of University materials as needed.

The University will identify a contact person within the University who will serve as the liaison to CCM for this undertaking. The University will provide to the CCM liaison all articulation materials as needed and/or as requested.

The liaisons at the University and CCM shall maintain a minimum of quarterly contacts to discuss the program and the administration of this undertaking.

The parties shall undertake to resolve in good faith any concerns or questions which may arise concerning the terms and implementation of this Memorandum of Understanding.

Whenever any notice is to be given here under, it shall be in writing and shall be deemed received (if delivered by courier on business day) on the day delivered, or three business day following mailing, if sent by first-class certified or registered mail or postage prepaid.

Any formal communication should be directed to:

Thomas Edison State University  
111 West State Street  
Trenton, NJ 08608-1176

County College of Morris  
214 Center Grove Road  
Randolph, NJ 07869

Criminal Justice:

Christopher Schultz  
Assistant Dean, Heavin School of Arts,  
Science and Technology

Venancio L. Fuentes, PE  
Department Chairperson  
Engineering Science and Technology

Electronics Systems Engineering Technology:

Dr. Richard Coe  
Assistant Dean, Heavin School of Arts,  
Science and Technology

Venancio L. Fuentes, PE  
Department Chairperson  
Engineering Science and Technology

Information Technology & Cybersecurity:

Stuart A. Eisenstadt  
Assistant Dean, Heavin School of Arts,  
Science and Technology

Colleen Bamford  
Assistant Professor/Chairperson Department of  
Information Technologies

## 13. Tuition and Fees

Tuition and fees related to application, enrollment, and services are to be paid directly by the students to the respective institutions. For students enrolling through this program, students will pay CCM tuition and fees, if applicable, for enrollment in CCM courses and students will pay either the University per credit rate plus fees when enrolling in the University courses. Respective tuition and fee schedules are posted on each institution's Web site. While tuition and fees are generally established annually, they are subject to change without prior notice.

The University and CCM retain the right to change their tuition and fees at their discretion and as approved by their Board of Trustees.

## 14. Program Assessment

The effectiveness of the Parties' relationship will be assessed on an annual basis. A process and the criteria for this assessment will be mutually determined by Thomas Edison State University and CCM. This report will be completed

in collaboration by both organizations.

**15. Duration of the MOU**

This MOU is in effect for a three-year period beginning on the date of the last signature by the duly authorized signatory of a Party, and may be extended by written agreement of both Parties. This MOU will automatically renew at the conclusion of the second year for an additional three-year period, unless one of the parties indicates its objection to such a renewal in writing at least 90 days before the last day of the second year.

**16. Laws of Governance**

This MOU shall be governed in accordance with the laws of the State of New Jersey, regardless of conflict of laws principles, and venue shall reside in a court of competent jurisdiction located in Mercer County, New Jersey.

**17. Changes, Amendments or Termination**

This MOU represents the entire understanding of the Parties with respect to the subject matter. No changes, modifications, extensions, terminations or waiver of this MOU, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

This MOU may be terminated by CCM or the University upon the giving of ninety (90) days prior written notice to the other if either Party determines, in its discretion, that the project is no longer academically, technically, or commercially feasible. Should this MOU be terminated, students enrolled with the University will be given two years to complete their studies under the terms of this agreement. Students who become inactive during this two year period will not be allowed to reenroll under the terms of the agreement.

This agreement supersedes and replaces all previous signed agreements.

**18. Force Majeure**

The failure or omission by either of the parties to perform any obligation contained in this MOU shall not be deemed a breach of this MOU if the same shall arise from any causes beyond the control and without the fault or negligence of such party, including, but not restricted to, acts of God, acts of federal, state, or local governments or any agency thereof, requests of any governmental authority or any officer, department, agency or instrumentality thereof, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, terrorism, rebellion, insurrection, riot, sabotage, epidemic, quarantine restrictions or transportation embargoes.

IN WITNESS WHEREOF duly authorized representatives of the Parties have entered into this MOU as of the date written below.

*Cynthia G. Baum*

*Patrick J. Enright*

Cynthia G. Baum, Ph.D.  
Provost and Sr. Vice President of Academic Affairs

Patrick J. Enright  
Vice President for Professional Studies and Applied Sciences  
County College of Morris

Thomas Edison State University  
April 25, 2022

*May 31, 2022*

Date

Date

Merodie A. Hancock, Ph.D.  
President  
Thomas Edison State University

*Anthony Iacono*  
Anthony Iacono, Ph.D.  
President  
County College of Morris

Date

*6/6/22*  
Date

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## Appendix A

Thomas Edison State University degree approved for this Memorandum of Understanding:

- Bachelor of Science in Criminal Justice
- Bachelor of Science in Electronics Systems Engineering Technology
- Bachelor of Science in Information Technology
- Bachelor of Science in Cybersecurity

CCM degrees and areas of concentration/certificate approved for this Memorandum of Understanding:

- Associate in Science in Criminal Justice
- Associate in Applied Science in Electronics Engineering Technology
- Associate in Applied Science in Information Technology
- Associate in Applied Science in Information Technology including Information Security Certificate

(See attached excel file **Appendix B**)