

Memorandum of Understanding Between
County College of Morris
And
Rutgers, The State University of New Jersey
For the Provision of
Educational Programs and Related Services

I. A Mutual Commitment to the Needs of the Citizens of Morris County and the Northern New Jersey Region

Whereas: the service region served by County College of Morris (hereinafter referred to as CCM) is experiencing considerable population and workforce growth, and

Whereas: CCM wishes to establish a more comprehensive set of opportunities for citizens of its service region through its campuses and learning facilities, and

Whereas: Rutgers, The State University of New Jersey (hereinafter referred to as Rutgers) is committed to service to the citizens of the State of New Jersey, throughout all regions of the state, and

Whereas: Rutgers has established successful complementary partnerships with Atlantic Cape Community College, serving the southern Shore region; with Brookdale Community College, serving the northern Shore region; and with Raritan Valley Community College and Mercer Community College, serving Central New Jersey, and

Whereas: Rutgers has experience in the delivery of distributed baccalaureate and master degree programs at locations other than on one of its three main campuses, and

Whereas: both CCM and Rutgers wish to establish a complementary relationship (non-equity partnership) for the purpose of improving regional access to programs and resources of the State University, therefore

Rutgers University and County College of Morris **now therefore agree** to establish a non-competitive, mutually supportive, and complementary relationship that will expand degree completion access in the Northern New Jersey region to Rutgers University programs and resources and concurrently make CCM sites more comprehensive lifelong learning and professional development destinations. Both institutions seek to make the transition of students from CCM to Rutgers seamless for

specifically targeted degree completion programs to be provided at/on CCM sites. Both parties involved in this MOU agree to develop and carry out such programs so as to furnish equal opportunities in compliance with all appropriate Federal and State statutes and regulations that are or may become applicable to these programs and services. Each party to this agreement shall retain full control over their individual programs, resources, liabilities, governance and all other appropriate items associated with their individual corporate and institutional status; further, neither shall cede any jurisdiction to the other.

II. Purposes of the Agreement

The agreement has the following non-exhaustive purposes:

1. Offering selected degree completion programs on the baccalaureate and post-baccalaureate levels.
2. Providing student and client learning environments at CCM sites in a collaborative manner between Rutgers and CCM that enhance educational opportunities and facilitate degree completion of targeted programs and services.
3. Promoting opportunities for lifelong and professional education.
4. Providing and managing through efforts of CCM local facilities and services hosting Rutgers program and staff (details to be arranged in separate agreements).
5. Encouraging the use of innovative and emerging technologies applicable to the delivery of subject degrees and programs.
6. Assessing community needs for programs and services.
7. Providing such opportunities in non-competitive, complementary modalities; accordingly, Rutgers agrees not to offer lower division courses in Morris County in programs that are included within this or subsequent accompanying agreements without prior written approval from CCM, and then, only for lower division courses which CCM has agreed it cannot deliver in accord with specific Rutgers degree requirements. A separate Exchange Registration Agreement will be developed to facilitate this component.

III. General Guidelines for Operation of Articulated Programs

The following considerations provide a general working framework for the operation of articulated post-secondary programs.

A. A Commitment to Cooperation

- All decisions which affect the operation of the programs covered by this agreement will be based upon input obtained from both institutions.

B. Special Requirements of the Associate and Other Degrees and Certificates

- In keeping with the requirements of the New Jersey State Commission on Higher Education and the guidelines of the Middle States Commission on Higher Education, each institution must formally approve the academic requirements and standards for its own degree and certificate programs.

For those programs that may be jointly developed in the future, the academic requirements and standards must be formally approved by both participating institutions. All academic programs offered through this partnership will meet the regular academic standards and requirements of the institution and the sponsoring degree-granting unit.

IV. Administration of Partnership and/or Articulated Programs

A. The Approval and Amendment of the Agreement

- Policy decisions, including any proposed alterations and/or additions to this agreement, must be approved by the appropriate authorities of each institution as determined by the signatories.

B. Program Executive Leadership

- An Executive Committee consisting of three Rutgers representatives, two of whom shall be the Vice President for Continuing Studies and Distance Education (or his/her designee) and the Newark campus Vice Chancellor for Academic Programs and Services (or his/her designee), and the Dean of the Faculty of Arts and Sciences-Newark (or his/her designee) and three CCM representatives, including the Vice President for Academic Affairs, the Vice President for Student Development, and the Transfer

Coordinator, will be established and charged with the executive leadership of this collaborative initiative. The Executive Committee shall appoint operational committees or groups as it deems necessary to insure the success of this initiative. The Executive Committee shall develop, directly or through subordinate committees and under separate agreements, criteria for various operations and/or issues as might be necessary including, but not necessarily limited to:

- planning
- new program deployment
- use of separate and joint facilities
- library resources
- technology
- program review and assessment
- rental and lease agreements when appropriate
- and, all other items necessary for the success of this initiative.

1. The Executive Committee shall hold regular meetings according to a mutually agreed upon schedule with a minimum of two meetings per year.
2. The Executive Committee shall prepare, or shall direct the preparation of an annual report describing the operation, including an evaluation of all programs and services. The report is to be submitted to the chief executive officer or designee of each institution and all costs to prepare this report will be shared equally by both institutions.
3. The Rutgers members of the Executive Committee will be responsible for ensuring that the academic programs developed in partnership with CCM appropriately conform to the academic policies and procedures of Rutgers.

C. Specific Requirements

- With the exception of new programs which may be developed cooperatively and governed under criteria specifically established as part of the planning and development process, each institution is responsible for the academic programs operated under its individual auspices.

Although intercollegiate registration procedures may be developed, each institution is responsible for setting its own tuition.

- For the purposes of new degree completion and post-baccalaureate programs offered on all CCM campuses Rutgers shall be given the courtesy of first right of refusal. Should Rutgers decline, CCM reserves the right to secure such programs from an alternate institution.
- The Associate Vice President for Degree Completion Programs (or his/her designee) shall serve as the Rutgers operations officer, the designee of the President shall serve as the CCM operations officer.

V. Financial Arrangements

A. Tuition and Fees

- Students from one institution taking courses at the other will be responsible for paying tuition at the school of registration's rate.
 1. The Executive Committee is specifically charged with establishing a work group to develop procedures for issuing a unified term bill to students as well as reporting and finalizing end of year balance of payments between institutions.
 2. In the case of newly developed, jointly operated programs, the Executive Committee, and other groups it deems necessary to involve in the approval process for new academic programs, may consider a unified tuition structure for newly developed, jointly operated programs. Recommendations for a program-specific tuition structure perhaps bifurcated between lower and division, should be considered as part of the formal planning and approval process. In all cases, however, variances from existing tuition rates must be approved by the appropriate bodies of both institutions.
 3. The institutions will review the tuition structure regularly until there is sufficient experience to measure its programmatic and fiscal impact.

4. All other financial arrangements, including the cost for the use of CCM's facilities and services, will be specified in a separate agreement. However, a condition for this MOU is that the agreement be completed to the satisfaction of both parties.

B. Enrollment Statistics

- Student credit hours will be counted by the College offering the course(s).

C. Adjustments Possible in Shares of Financial Support

- Recognizing that one or the other institution may incur extraordinary expenses in the operation of their partnership, the designated officials of each institution will meet with the Executive Committee at an appropriate time in each fiscal year to examine expenses and possible recommended adjustments. If an adjustment is deemed appropriate, such recommendation will be made to the chief executive officers of each institution.

D. Public and Private Funding Support to be Sought

- Public and private funding sources will be contacted, if appropriate to this agreement, on a collaborative basis and such revenues will be used to develop and enhance programs.

VI. Program Evaluation

- Each program will be evaluated by appropriate criteria on a systematic basis. The Executive Committee has the responsibility of ensuring that the program evaluations are performed regularly. Rutgers programs offered in partnership with CCM will be subject to the same periodic review process as Rutgers on campus programs, including the use of an external review team, and whenever possible will be conducted concurrently with the on campus reviews. The results of these reviews will be reported to the Executive Committee as part of the annual review process of this partnership.

VII. Miscellaneous

A. Faculty

- Teaching faculty will be appointed, assigned duties, paid, and evaluated in accordance with the policies and contracts in effect at the institution that is directly responsible for the course(s).

B. Student Evaluation

- Students will be evaluated in accordance with the academic policies and procedures in effect at the institution awarding the degree.

C. Termination of Agreement

- Either party may withdraw from this agreement provided written notification is tendered to the other party at least one year prior to the intended date of withdrawal so as to protect students' records and provide students with sufficient time to be accommodated. Such withdrawal must coincide with the end of an academic year. Every reasonable effort will be taken to provide accommodations for those students already enrolled in the program(s) and who are not able to complete their degree by the termination of this agreement.

EFFECTIVE DATE

The provisions of this agreement are effective and remain in effect until terminated as set forth above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and respective seals and caused the corporate seals of County College of Morris and of Rutgers, The State University of New Jersey to be affixed in accordance with the appropriate approvals at each institution.

Dated: 2/27/14

ATTEST:

[Handwritten signature]

COUNTY COLLEGE OF MORRIS

BY: *[Handwritten signature]*

Edward J. Yaw
President

ATTEST:

[Handwritten signature]

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

BY: *[Handwritten signature]*

Richard L. Edwards
Executive Vice President for Academic
Programs