

# MEMORANDUM OF UNDERSTANDING

Between

Bergen Community College

and

Caldwell University

for the

Registered Nurse to Bachelor of Science in Nursing

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered on this 13 day of June, 2018 between Caldwell University, Caldwell New Jersey (the "University"), and Bergen Community College, (the "the College").

**WHEREAS**, the University is a comprehensive baccalaureate and graduate degree granting university dedicated to providing instructions in the liberal arts tradition, and which offers Baccalaureate Degree Programs, including Registered Nurse (RN) to Bachelor of Science Nursing

**WHEREAS**, the College is Bergen Community College that offers an Associate Degree program;

**WHEREAS**, the University and the College seek to provide educational opportunities to the College's students (the "Transferring Students") completing eligible Associate Degrees to complete their Baccalaureate Degrees in the University's RN to BS Nursing (the "Program");

**NOW THEREFORE**, the parties hereby agree to enter into this MOU and to confirm the terms and conditions of this MOU as follows:

- I. **Requirements for Admission into the University's**
  - a. **Degree:** Associate Degree in Nursing
  - b. **Minimum GPA:** 2.0.
  - c. **Official college transcript showing degree earned**
  - d. **Nursing prerequisite courses eligible for transfer (18 credits)**
    - BI 203 Human Anatomy & Physiology I with Lab (4 credits)
    - BI 204 Human Anatomy & Physiology II with Lab (4 credits)
    - PS 150 General Psychology I (3 credits)
    - SO 101 Introduction to Sociology (3 credits)
    - BI 315 Microbiology with lab (4 credits)
  - e. **Additional admission requirements as appropriate for the Program: Letter of Recommendation**

## **II. Requirements for Maintaining Program Eligibility and Baccalaureate Degree Conferral**

- RNs with Associate Degree in Nursing from Accredited New Jersey College receive an award of up to 60 to 66 credits
- RNs earn up to 30 credits for RN license
- RNs must complete a minimum of 30 credits at Caldwell University

### **Required Courses:**

- MA 207, MA 208, or PS 208 Statistics (3 credits) (May be transferred in)
  - RN 219
  - RN 303
  - RN 305
  - RN 308
  - RN 310
  - RN 415
  - RN 418
  - RN 419
  - TH 102
  - PH 102
  - Enriched Core Course (Catholic & Dominican Tradition 3 credits)
- a. Transferring Students admitted to the University are held to all applicable graduation requirements of Caldwell University and the Program.
  - b. Transferring Students admitted to the University must satisfy all financial obligations to the University associated with their enrollment in the University.

## **III. Obligations of the College:**

- a. The College agrees to:
  1. Publicize this MOU to current and prospective students via printed documents submitted to the College by the University and electronic communication resources created by the University. All print and electronic communications shall be pre-approved in writing by the College and University before these materials are circulated.
  2. The preapproved documents cited above may be displayed in the College Counseling Center, Admissions Department, and Student Life area. Preapproved electronic materials may be accessible on the College webpages.
  3. Communicate annually with the University's administration regarding any curricular changes that may affect this MOU.
  4. Provide recruitment opportunities for the University such as invitations to college transfer fairs, individual recruitment visits, and a display table for the University's representatives to display their promotional literature.
  5. Assign responsibility to the appropriate official of the College to provide oversight of this MOU and ensure best efforts in maximizing the effectiveness of this MOU.

## **IV. Obligations of the University**

- a. The University agrees to:
  1. Admit eligible Transferring Students who have satisfied all the requirements of Section 1 above into the University with full junior standing.

2. Communicate annually with the College's administration regarding any curricular changes that may affect this MOU.
3. Make available to the College sufficient quantities of current University promotional materials.

**V. Program Review and Modification**

- a. The Program and its curriculum requirements may be reviewed and modified by the University at any time and nothing contained herein is intended to restrict the University's right and ability to make such modifications when and as the University deems appropriate.
- b. Any such modifications to the Program shall be communicated in writing to the College.

**VI. Caldwell University is responsible for obtaining, analyzing, and reporting Bergen Community College (BCC) graduate RN to BSN data at the end of every semester. This data is to include but not limited to: number and names of BCC graduates enrolled, withdrawn, on LOA, or graduated (ie, specific retention/attrition data).**

**VII. Term of the MOU and Termination Thereof:**

- a. The initial term of this MOU is one year, commencing on \_\_\_\_ and ending on \_\_\_\_ (The "Initial Term").
- b. The MOU will automatically renew for subsequent one-year terms ("Term"), unless written notice of termination is provided by either party to the other party. Upon delivery of such written notice of termination by either party to other party, the MOU shall be deemed terminated.

**VIII. Notices:** Notices, requests and other communications required pursuant to this MOU shall be in writing and shall be sent by electronic or first-class certified mail as follows:

To the University:

To the College:

**IX. Other Provisions**

- a. **Modification of MOU:** This MOU may be revised or modified by a written addendum signed by authorized representatives of the parties.
- b. **Non-Discrimination:** The University and College shall engage in equal opportunity in recruitment, admission, educational programs, and employment practices regardless of race, color, age, sex, disability, religion, veteran status, pregnancy, marital status, national origin, sexual orientation, gender identity or expression, domestic partnership or civil union status or membership in any other group protected by state or federal law.
- c. **Warranty:** The University and College do hereby warrant and represent that they are qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein. The University and College further warrant and represent that this MOU has not been solicited or secured, directly or indirectly, in a manner



contrary to the laws of the State of New Jersey and said laws have not been violated and shall not be violated as they relate to the procurement or performance of this MOU by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.

- a. **No monetary exchange:** There will be no monetary exchange between the University and the College. Each institution shall collect and retain the appropriate tuition and other fees from the student for the period of time the student is enrolled in their respective institution.
- b. **Separate and independent entities:** The University and College shall continue to be separate entities and shall be governed independently by their respective governing bodies and administrations except insofar as this MOU specifically states to the contrary. Nothing contained herein is intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association between the College and University.
- c. **Scholarships and grants:** Any student scholarships and/or grants awarded by either institution will apply only to courses offered by that institution.
- d. **Entire Understanding:** This MOU represents the entire understanding of the parties with respect to the subject matter covered herein and supersedes and nullifies any previous MOUs or other agreements between the parties.
- e. **Non-exclusivity:** This MOU is non-exclusive and the parties expressly reserve the right to enter into arrangements or agreements with other entities for the same or similar services as herein.
- f. **Successors and Assigns:** This MOU shall be binding on the parties and their respective successors and assigns. Neither of the parties shall assign its duties and obligations under this MOU without the prior written consent of the other party.
- g. **Governing Law:** This MOU shall be construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law provisions, and any action arising from this MOU shall be commenced in the New Jersey courts located in Essex County, New Jersey, or the federal courts located in the State of New Jersey.

This undersigned representatives of the parties, Caldwell University and Bergen Community College, have executed this MOU on the dates indicated:

Caldwell University

 6/20/18

Nancy Blattner, Ph.D., OPA      Date

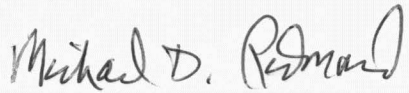
President

 6/13/18

Barbara Chesler, Ed.D.      Date

Vice President Academic Affairs

Bergen Community College



[NAME]      Date

President

 10/9/18

[NAME]      Date

Provost