MEMORANDUM OF UNDERSTANDING
Between
Felician University and Bergen Community College

The purpose of this memorandum of understanding is to enter into a collaborative agreement between the administrators of Felician University (Felician) and Bergen Community College (BCC) to encourage graduates of Bergen Community College to enroll at Felician University. This agreement allows students to transfer academic credits from BCC to Felician, creating a seamless transition to earn a baccalaureate degree.

Felician University and Bergen Community College hereby agree to establish an agreement that will enable individuals to complete a selected group of Felician University upper division undergraduate courses/programs. This agreement shall be reviewed by both parties and once approved will be renewed every two years in July for the upcoming academic year.

Felician University and Bergen Community College enter into this agreement to provide an effective academic program.

1. Academic and Administrative Components
   Students completing the prescribed program will be awarded an undergraduate degree (Bachelor of Science, Bachelor of Art or Bachelor of Professional Studies) and with an option to complete a graduate degree (Master of Business Administration, Master of Arts, Master of Science, Master of Science in Nursing) from Felician University
   a) All students enrolled in the program will be subject to Felician University's academic policies as stated in their Student Handbook. Felician University reserves the right to change the policies and procedures as conditions warrant.
   b) Felician University shall have authority over matters pertaining to admission to the program, course waivers, or substitutions and all related program administration.
   c) Felician University will have authority over curriculum requirements including, but not limited to, course offerings, course and graduation requirements, grading, and faculty selected to teach upper division courses.

2. Admissions
   Students admitted to the program must:
   a) Complete the A.S. or A.A. program prior to enrolling in a degree program.
   b) Adhere to policies consistent with the partner institutions.

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Felician University will provide:

a) Enrollment decisions made in the best interest of the students, class availability, financial aid, and scholarship eligibility.

b) Transfer credit for matriculated Bergen Community College students who have earned the A.S. or A.A. degree will receive a maximum of sixty-four credits, as agreed upon on the program’s approved degree control sheet. Courses taken beyond those required for the A.S. or A.A. degree will be transferred as described on the programs approved degree control sheet(s) and/or evaluated on an individual basis.

c) Transfer credit for non-matriculated Bergen Community College students who have earned forty-five (45) or fewer credits are advised to complete the A.S. or A.A. degree at Bergen Community College prior to enrolling in the degree program.

d) Transfer credit for non-matriculated Bergen Community College students who have earned sixty-four (64) or more credits are advised to apply directly to the degree program.

e) Transfer credit for non-matriculated Bergen Community College students who have earned fewer than (64) credits, but more than (45) credits, will be evaluated on an individual basis.

f) Transfer students who were enrolled in the A.S. program at Bergen Community College who have not earned the A.S. degree can enter the Felician University program under the Reverse Transfer Agreement. Felician University will issue a reverse transfer transcript for Bergen Community College.

3. Administrative staffing for the project

a) Felician University in conjunction with Bergen Community College will jointly offer the following services:

i. advice prospective and current students

ii. communicate with faculty and students at both institutions

iii. assist in marketing programs and the partnership

iv. arrange appropriate services for students with disabilities through the partnering school’s disability services office.

v. provide PTK scholarships for eligible students

vi. provide on campus workshops for prospective students

vii. provide on campus signage of Felician University on the campus

4. Assignment of Space

a) Bergen Community College will provide permanent office space for an on-site admission representative, which can be further utilized for other Felician
University representatives as needed, to interview, advise and enroll students. This office space should have computer and internet access, with additional access to a telephone.

5. Termination for Cause
This agreement may be terminated as follows:

   a) Felician University may terminate this agreement if Bergen Community College breaches any material, term, or provision of the Agreement which breach is not cured within thirty (30) days after receipt of written notice from that institution (or, in the case of any breach which cannot reasonably be expected to be cured within thirty (30) days, if Bergen Community College fails to commence such cure within thirty (30) days or fails to prosecute such cure to completion with due diligence within ninety (90) days) or

   b) Bergen Community College may terminate this Agreement if Felician University breaches any material, term, or provision of this Agreement which breach is not cured within thirty (30) days after receipt of written notice from Bergen Community College (or, in the case of any breach which cannot reasonably be expected to be cured within ten (10) days or fails to prosecute such cure to completion with due diligence within ninety (90) days).

   c) If this Agreement is terminated as described above, Felician University shall take all reasonable steps to assure completion of any ongoing classes that are part of this understanding and shall not offer or begin new classes.


   a) Neither Party shall have the right to amend this agreement without the prior written consent of the other Party.

   b) This agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the Parties hereto unless made in writing and signed by the Parties.

   c) The Parties are not, and shall not be, considered as partners or joint ventures. The execution of this agreement does not, and shall not, constitute a principal/agent relationship between the Parties hereto.

   d) Each Party represents to the other that the person signing this Agreement has the full authority to do so.

   e) This Agreement shall be reviewed by both parties and approved every two years.

7. Notices
Whenever written notice is required or permitted to be given by one Party to the other, it shall be deemed to be sufficiently given when deposited in the United States mail with the proper postage affixed by certified mail, return receipt requested.

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