MEMORANDUM OF UNDERSTANDING BETWEEN

THOMAS EDISON STATE UNIVERSITY

(W. CARY EDWARDS SCHOOL OF NURSING AND HEALTH PROFESSIONS) AND

MERCER COUNTY COMMUNITY COLLEGE

This Memorandum of Understanding is between Thomas Edison State University (W. Cary Edwards School of Nursing and Health Professions), hereinafter "the University" a state of New Jersey higher education institution, and Mercer County Community College hereinafter "Mercer County Community College."

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. http://www.tesu.edu/about/mission.cfm It is in this spirit that Thomas Edison State University approaches the following relationship, as governed by the points below, with Mercer County Community College, regarding its RN students and nursing faculty.

- RN students and nursing faculty of Mercer County Community College will enroll in the RN-BSN, RN-BSN/MSN, MSN, Graduate Certificate and DNP degree programs offered by the W. Cary Edwards School of Nursing and Health Professions at the University by submitting all documents required for admission. Following a review by the University of all academic credentials presented, accepted students will be provided enrollment materials and a copy of the review known as the Academic Evaluation Plan, given access to academic advisement services and encouraged to begin the process of planning for degree completion. The University agrees to waive the application fee for students applying in the above referenced programs.
- a. **Provisional Admission** to the RN-BSN and RN-BSN/MSN programs is open to senior nursing students or graduates of Mercer County Community College awaiting RN licensure. Students provisionally admitted to the program may enroll in NUR-342, NUR-516, PHI-475, SOS-110 and HPS-200. Provisionally admitted students will have one year from the date of Provisional Admission to obtain RN licensure.
 - b. **Full admission** to the RN-BSN, RN-BSN/MSN, and DNP programs requires the applicant must be a graduate of Mercer County Community College and submit a current and valid RN license, recognized in the United States, along with the final transcript from Mercer County Community College.
- 1. All credit earned elsewhere either prior to application or during completion of an academic program offered by the University will be evaluated for acceptance in accordance with the University's transfer policies in effect at the time of student enrollment with up to 90 community college credits allowed in transfer.
- 2. Degree candidates must complete the specific degree requirements and adhere to academic policies as stated in the Thomas Edison State University Catalog in effect at the time of their enrollment.
- 3. RN students at Mercer County Community College who enroll in an academic program offered by the W. Cary Edwards School of Nursing and Health Professions at the University will be charged a discount less than the New Jersey resident prevailing nursing per credit tuition established at Thomas Edison State University. The tuition and fees are posted on the University's website. While tuition and fees are generally established annually, they are subject to change without prior notice.

- 4. The University agrees to offer a deferred payment plan option for RN students at Mercer County Community College enrolled in the above referenced programs. Students must register online to enroll in the payment plan. No phone, mail, email, or fax registrations.
- 5. Mercer County Community College understands that all required nursing courses are available online through the W. Cary Edwards School of Nursing and Health Professions. If a student takes a course or an examination at another institution, 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.
- 6. Mercer County Community College RN-BSN, RN-BSN/MSN, MSN, Graduate Certificate and DNP students will register for courses and tests through the University using guidelines and deadlines.
- 7. Students are responsible for acquiring all textbooks and materials required for courses.
- 8. Mercer County Community College must receive written approval from the University, for all materials developed by Mercer County Community College that reference or mention the University or Mercer County Community College's relationship with the University *prior* to their publication and distribution. In addition, after their publication, Mercer County Community College will send to the University a copy of all newsletters, press releases or other publications that mention the University or the relationship. Electronic posting to Web sites mentioning Thomas Edison State University or the W. Cary Edwards School of Nursing and Health Professions must also have prior written approval. Mercer County Community College must also review and approve, in writing, any publication prior to the University's distribution of materials mentioning Mercer County Community College.
- 9. The University will assign a member of the W. Cary Edwards School of Nursing and Health Professions staff to Mercer County Community College who will serve as a relationship liaison to answer questions regarding curricula and student experience.
- 10. Mercer County Community College will identify a staff member as a contact person within their organization who will serve as the relationship liaison with the University. The liaison will answer basic questions about the University and the W. Cary Edwards School of Nursing and Health Professions for their students and refer students to the University advisor for curricular questions.
- 11. Mercer County Community College will notify the University directly of any changes made involving any nursing program changes and the University will notify Mercer County Community College directly if any relevant changes are made to W. Cary Edwards School of Nursing and Health Professions academic programs.
- 12. Thomas Edison State University will provide non-directory education information to Mercer County Community College only after receiving a written and signed release from the student, in compliance with the Family Educational Rights and Privacy Act.
- 13. Mercer County Community College will promote this relationship to its students. Mercer County Community College will publicize the relationship on their Web site. The University will support Mercer County Community College's efforts by providing personnel to support outreach, e.g., presentations, materials and participation in education fairs. The University will provide a web page specifically geared to Mercer County Community College enrolled RN students.

- 14. The effectiveness of the relationship will be assessed by each of the two parties on an annual basis. This will be done by measuring enrollment growth and any other identifiable benefits of the relationship over the year. Each party will communicate a summary of its assessment to the other party so that there can be a mutual appraisal of the total effectiveness of the relationship.
- 15. This Memorandum of Understanding is in effect for a three-year period beginning on the date of its execution by the duly authorized representatives of the parties.
- 16. 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.
- 17. Each party is responsible for its own acts and those of its officers, employees and agents.
- 18. Nothing in this Memorandum of Understanding is intended to create a joint venture, partnership or employer/employee relationship between the parties, who are independent contractors.
- 19. This Memorandum of Understanding may be terminated by Mercer County Community College 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 partnership is no longer academically, technically, or commercially feasible.
- 20. Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received (if delivered by courier on business day) on the day delivered, or the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid, to following addresses:

Thomas Edison State University 301 West State Street Trenton, NJ 08618

To the attention of: Filomela A. Marshall, EdD, RN, Dean, W. Cary Edwards School of Nursing and Health Professions

Mercer County Community College 1200 Old Trenton Road West Windsor, NJ 08550

To the attention of: Elizabeth Mizerek, Director of Nursing Education

- 21. The laws of the State of New Jersey shall govern this Memorandum of Understanding. It is agreed and understood that this Memorandum of Understanding and any contracts and/or orders placed as a result of this Memorandum shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that venue and jurisdiction regarding any matter relating to this Memorandum of Understanding, shall be in the Superior Court of New Jersey, Mercer County, New Jersey, without regard to conflict of law principles.
- 22. This Memorandum of Understanding represents the entire understanding of the Parties with respect to the subject matter. No changes, modifications, extensions, terminations or waiver of this Memorandum of Understanding, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

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

Mount	Jianping Wang By:
By:	By:
Merodie A. Hancock, PhD	Dr. Jianping Wong
President	President
Thomas Edison State University	Mercer County Community College
Date: <u>04/26/2021</u>	Date:05 / 11 / 2021
	By:
	Dr. Robert J Schreyer
	Vice President of Academic Affairs
	Mercer County Community College
	Date: 05 / 10 / 2021

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