



Memorandum of Understanding

Thomas Edison State University

And

STOCKTON UNIVERSITY

This Memorandum of Understanding (“MOU”) is entered into between **Thomas Edison State University** (University or TESU) and **STOCKTON UNIVERSITY** for the purposes of jointly participating in the New Jersey Prior Learning Assessment Network (NJPLAN). The University and **STOCKTON UNIVERSITY** are referred to herein individually as “Party” and collectively as “Parties”.

1. NJPLAN Program

The NJ Prior Learning Assessment Network (NJ PLAN) is a New Jersey-centered consortium of higher education institutions designed to provide access to prior learning assessment programs and services for adult and non-traditional learners on a statewide scale. Such learners today make up a majority of college enrollment, and NJ PLAN will make available a statewide program that will offer college credit to students for what they have learned through experience, whether on the job, in the military, or through volunteering or other kinds of activities. Such programs have been frequently cited as increasing student engagement, improving graduation rates, increasing access and reducing the cost of obtaining a college degree.

The objectives of NJ PLAN are to:

- Increase learners’ access to assessment of their prior learning on a statewide and regional scale;
- Increase the number of learners who use this process in their quest for certificates and degrees;
- Enhance assessment without replacing the educational and assessment systems that currently exist at individual institutions;
- Model exemplary practices for incorporating returning learners into college programs;
- Provide an efficient and cost-effective method for offering prior learning assessment;
- Increase the number of NJ residents with college credentials to enhance their career opportunities and improve the labor market in the state and, ultimately,
- Increase the numbers of postsecondary credentials and degrees awarded in New Jersey.

This undertaking by the listed institutions is intended to support the state of New Jersey’s mission to serve its adult and non-traditional students by making Credit for Prior Learning (CPL) pathways available to them. This undertaking, to be administered through TESU, will allow students to earn

college credit for the college-level learning they have acquired through work, military service, volunteer experience, or other means, and to leverage their prior learning in other areas, toward successful completion of a degree program at the participating institutions.

Among the programs that will enable this to occur, under NJPLAN's Credit for Prior Learning umbrella are:

- Portfolio Assessment Program
 - PLA 1010 – Undergraduate Portfolio Assessment
 - PLA 5010 – Graduate Portfolio Assessment
- TECEP credit-by-exam Program
- Professional Learning Reviews (PLR) - Reviews of training programs, pre/apprenticeship training, licenses, and certifications conducted by Thomas Edison State University's Office for Professional Learning Review (PLR)
- Third Party Evaluations – ACE, NCCRS, CLEP, DSST, etc.

TESU will transcribe credit from the aforementioned credit-earning opportunities for students within the NJPLAN program.

The members of the NJ PLAN consortium agree to this undertaking, as set forth below. The parties agree to cooperate in the following ways to articulate their academic programs and services so that students may take full advantage of diverse educational opportunities and that the institutions may benefit from their cooperative initiatives.

For the purpose of facilitating student articulation, consortium members agree in principle to maintain transfer guidelines outlining policies, procedures, and where possible, specific course equivalencies for students transferring credits from NJ PLAN's PLA programs back to their own institutions. Participating institutions will make available to all interested students the appropriate transfer information as outlined in these guidelines. For the purposes of transfer, credits earned via NJ PLAN programs will be treated the same way as any other credits earned by students.

2. Student Advising

Through advising, admissions processes, and other means, each institution will work to identify its prospective or enrolled student population who may potentially earn credits through PLA programs, and will refer those students to TESU, which will enroll them in the appropriate courses, or assist them in registering for TECEP exams or documenting college credits they have earned as a result of reviews conducted by TESU's Office of Professional Learning Review (PLR).

TESU will not recruit or solicit students in the NJPLAN Pathway as this service is a NJ statewide service and is agnostic of TESU's degree offering/recruitment initiatives.

The CPL process is administered through TESU's online portal, and students will be assisted by TESU staff in creating the appropriate accounts and accessing course and portfolio materials. Students must be referred by their institution to be eligible for this process in order to ensure that credits earned through PLA will be transferable back to their own institution.

All applicable student services, including but not limited to, registration, academic advising, career counseling, financial aid, library services, tutoring assistance, technology assistance, and other special accommodations, will be the responsibility of the institution in which the student is enrolled, except those services which are customarily part of the PLA-1010 and PLA-5010 courses, and TECEP credit-by-exam

courses. Both TESU and the student's home institution, through their respective program liaisons, will be prepared to act as a point-of-contact to address and meet the needs of the student.

3. The Portfolio Assessment Process at Thomas Edison State University

To earn credit for PLA through the portfolio process, NJ PLAN students will follow the same process used by TESU students: upon referral by their institution, students will have the option to enroll in TESU's PLA-1010 or PLA-5010, Portfolio Assessment Program (1010 Undergraduate, 5010 Graduate). These courses are online, three-credit, eight-week courses that guide students through the process of developing their portfolios. Upon the conclusion of PLA-1010/5010, students complete their portfolios, which are evaluated by subject-matter experts to determine college-level equivalency of students' knowledge and skills according to the standards of TESU's PLA process. Students may earn three (3) credits for PLA-1010 or 5010 and up to 12 portfolio credits with specific course equivalencies within this structure.

On behalf of NJ PLAN, TESU will maintain a database of course descriptions and course learning outcomes/objectives on the NJ PLAN website at njplan.org. This database is to be used as a basis for the portfolios developed by students. NJ PLAN consortium members may provide a list of course descriptions, including learning outcomes, to TESU for addition to the database. Specific and more detailed information about the PLA process will be made available to institutions at any time upon request.

Credits earned by NJ PLAN students will be transcribed by TESU on a Credit/No Credit basis and sent to students' home institutions for application toward the student's degree requirements. Each NJ PLAN participating institution agrees to accept all credits earned by its students through the various CPL Pathways at TESU, with all exceptions and limits noted in advance by the institution in an attachment to this agreement (see Additional Considerations in this agreement for more information). Any limitations in the number or type of credits to be accepted or transcribed should be reported to TESU as soon as such a policy takes effect.

4. Additional Considerations

Through coordination by TESU's Strategic Initiatives Office, NJ PLAN institutions will have the opportunity to work together to identify corporate and external training and education programs that might be appropriate for Professional Learning Review (PLR) and articulation with degree programs. TESU will invite interested faculty members, from participating IHE's, to participate in the PLR process where subject matter expertise aligns with the academic requirements of the particular review, and these faculty members will be compensated for their participation at the standard rate paid to reviewers in effect at the time of the review. In addition, faculty members who are interested in the portfolio development and assessment process should be referred to TESU to participate in portfolio evaluation. They would be compensated by TESU at the standard rate paid to reviewers and mentors, as appropriate.

Participating institutions must provide to TESU, and to their own students when they are referred to NJ PLAN, their restrictions on the acceptance of credits earned through all CPL pathways, whether concerning the number of credits or specific courses or any other limits on PLA. These policies will be used as guidelines for evaluation of students' prior learning; credit awards will not exceed the home institutions' limits and restrictions.

Nothing in this agreement would preclude participating institutions from accepting any other forms of credit for prior learning through other means, including other national credit-by-exam programs such as CLEP or DSST, Learning Counts, or program reviews conducted by national organizations such as the

American Council on Education. TESU will work with institutions in facilitating this 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 **STOCKTON UNIVERSITY** will jointly promote this undertaking to students of **STOCKTON UNIVERSITY**. All materials mentioning the relationship between the University and **STOCKTON UNIVERSITY** under this MOU must be approved in writing by both the University and **STOCKTON UNIVERSITY**, 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

STOCKTON UNIVERSITY 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 **STOCKTON UNIVERSITY** 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

STOCKTON UNIVERSITY for this undertaking. The University will provide to the **STOCKTON UNIVERSITY** liaison all articulation materials as needed and/or as requested.

The liaisons at the University and **STOCKTON UNIVERSITY** 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 MOU.

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 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
Jeffrey S. Harmon, Ed.D.
Vice Provost for Strategic Initiatives & IE

Stockton University
101 Vera King Farris Drive
Galloway, NJ 08205
Amy Beth Glass
Associate Provost & University Registrar

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 **STOCKTON UNIVERSITY** tuition and fees, if applicable, for enrollment in **STOCKTON UNIVERSITY** courses and students will pay the applicable University tuition and 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 **STOCKTON UNIVERSITY** retain the right to change their tuition and fees at their discretion and as approved by their respective Board of Trustees.

14. Program Assessment

The effectiveness of the Parties' relationship will be assessed on an ongoing basis. A process and the criteria for this assessment will be mutually determined by the University and **STOCKTON UNIVERSITY**. 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 ninety (90) days before the last day of the second year.

16. Laws of Governance

The laws of the United States and the State of New Jersey shall govern this MOU. It is agreed and understood that any contracts and/or orders placed as a result of this MOU shall be governed and construed and the rights and obligations of the Parties hereto shall be determined in accordance with the laws of the United States and the State of New Jersey. This MOU and any and all litigation arising therefrom or related thereto 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 hereof. 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 **STOCKTON UNIVERSITY** 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 three (3) years to complete their studies under the terms of this MOU. Students who become inactive during this two-year period will not be allowed to re-enroll under the terms of this MOU.

This MOU 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, Ph.D.
Provost & Senior Vice President of
Academic Affairs
Thomas Edison State University



Michael A. Palladino, Ph.D.
Provost & Vice President for Academic Affairs
Stockton University

1/9/2025

Date

12/20/2024

Date

Appendix A

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

- List TESU correlating degrees w/ Attached Equivalency Maps