



## **Memorandum of Understanding Between Bergen Community College and Stockton University**

### **I. Introduction**

The ability to transfer academic credits between institutions of higher education helps students save both time and money by eliminating unnecessary duplication and repetition of courses. Strong transfer partnerships, by extension, lower tuition costs, accelerate time to degree, strengthen graduation rates, and mitigate outmigration of students from New Jersey.

This Memorandum of Understanding (MOU), dated 4/14/2021, strengthens the relationship between STOCKTON UNIVERSITY and BERGEN COMMUNITY COLLEGE by offering multiple opportunities for students to seamlessly pursue Associate's and Bachelor's degrees at two outstanding institutions of higher education.

It does so by:

- Reaffirming institutional commitment to New Jersey's existing "Comprehensive Statewide Transfer Agreement;"
- Developing Program-to-Program articulation agreements for specific high-demand majors;
- Offering Conditional Dual Admission to Stockton University for county college students beginning in the first year of their AA or AS degree;
- Strengthening Reverse Transfer practices for those students who transfer to Stockton before completion of an AA or AS degree;
- Offering incentives, including joint advising, special programs, and designated scholarships, to encourage student participation.

### **II. Overview of Statewide Transfer Agreement**

- A. Both STOCKTON and BERGEN COMMUNITY COLLEGE reaffirm their commitment to the "Comprehensive State-Wide Transfer Agreement," commonly referred to as the Lampitt Law (<http://www.state.nj.us/highereducation/PDFs/XferAgreementOct08.pdf>).
- B. Both institutions also commit to:
  - Recognizing AA or AS degrees from a New Jersey community or county college as fully transferable;
  - Applying credits that do not culminate in an AA or AS degree from a New Jersey community or county college to the appropriate program, general education, graduation, and elective requirements for a BA or BS degree up to 64 credits;

- Providing a list of courses and prerequisites that a transfer student with an AA or AS degree from a New Jersey community or county college needs to complete to earn their chosen BA or BS degree at Stockton;
  - Reviewing courses to determine institution-to-institution course equivalency to maximize the value of transferred credits within a student's degree and evaluating non-equivalent courses for credit on a case-by-case basis.
- C. At STOCKTON, up to 64 credits of coursework can be transferred either from a completed AA or AS degree or as individual courses; students must have received an earned grade of C or better in each course transferred (exception: a maximum of 66 credits is allowed in transfer from a regionally-accredited two-year college when the student has earned an associate's degree and been accepted for matriculation in STOCKTON's upper division Bachelor of Science in Nursing program).

### **III. Program-to-Program Articulation Agreements**

- A. Both STOCKTON and BERGEN COMMUNITY COLLEGE also support NJ Transfer, (<http://www.njtransfer.org/>), a state-wide program that assists students transferring from two-year institutions to determine course equivalencies at the senior college or university of their choice, and the Transfer Equivalency Tool (TREQ).
- B. To build on this system, STOCKTON and BERGEN COMMUNITY COLLEGE agree to develop specific program-to-program articulation agreements for high-demand majors to facilitate the quality and ease of transfer of students into comparable academic majors. Such agreements will be appended to this MOU and reviewed regularly by both schools to ensure they remain up-to-date in terms of course descriptions and degree requirements.

### **IV. Conditional Dual Admission**

STOCKTON and BERGEN COMMUNITY COLLEGE further agree to strengthen the transfer process by offering conditional dual admission to STOCKTON. Students will be able to enter this program through one of two pathways, outlined below.

#### **A. Admission via Stockton University**

1. All freshman applicants who apply to STOCKTON, but are denied direct admission, shall receive notification of conditional dual admission to STOCKTON in partnership with BERGEN COMMUNITY COLLEGE through this MOU.
2. To enroll, students must both sign a consent form allowing STOCKTON and BERGEN COMMUNITY COLLEGE to share the student's information, and matriculate into BERGEN COMMUNITY COLLEGE
3. Matriculation will be tracked by both institutions: 1) STOCKTON will provide application materials after prospective students complete the requisite consent forms; 2) BERGEN COMMUNITY COLLEGE will track students matriculating to their campus, and provide STOCKTON with an electronic copy of each participant's transcript, free of charge, so that STOCKTON may monitor student start dates, selection, grade point average, credits completed, and active or inactive status; and, 3) following a participating student's matriculation to STOCKTON, the University will provide BERGEN COMMUNITY COLLEGE with the following information annually: (i) whether the student is still attending STOCKTON; (ii) whether and when the student has completed 60 credits, thereby making the student available for Reverse Transfer (discussed in section V below); (iii) whether the student is maintaining a 2.0 GPA (or higher in some restricted programs); and (iv) whether the student has graduated.

4. All application fees to STOCKTON will be waived for students whose admission is covered by this MOU.

**B. Admission via County College:**

1. Students who do not enroll in conditional dual admission via their application to STOCKTON can still do so upon their acceptance to BERGEN COMMUNITY COLLEGE or at any time during their enrollment at BERGEN COMMUNITY COLLEGE. To enroll, they must sign a consent form allowing STOCKTON and BERGEN COMMUNITY COLLEGE to share the student's information.
2. The same stipulations for tracking, advising and access to special events apply to these students as to the students who are conditionally admitted to STOCKTON through a direct application (specified in section IV.A.3 and 4 above, and IV.C. 1 and 2 below).
3. Students who complete their AA or AS degree at BERGEN COMMUNITY COLLEGE and fulfill all other criteria pursuant to this MOU will enter STOCKTON as fully matriculated students with junior standing.

**C. Program Benefits**

1. Students who participate in conditional dual admission will be eligible to apply for STOCKTON housing from the first year of their matriculation to BERGEN COMMUNITY COLLEGE. Housing fees will be paid directly to STOCKTON.
2. Students who participate in conditional dual admission are also invited to participate in campus activities, student groups, and special events on both campuses from their first year of matriculation to BERGEN COMMUNITY COLLEGE, and will receive a special STOCKTON identification card for these purposes.

**V. Reverse Transfer**

- A. Students who complete at least 36 credits at BERGEN COMMUNITY COLLEGE, and successfully complete a cumulative total of 64 credits earned between their county college and a four-year institution, may be awarded an associate degree retroactively in accordance with the "Comprehensive State-Wide Transfer Agreement," a process known as reverse transfer.
- B. To actively encourage students to apply for reverse transfer, STOCKTON agrees to: 1) provide information to incoming transfer students about the reverse transfer process; 2) notify students of their potential eligibility when they achieve 64 credits. In addition, BERGEN COMMUNITY COLLEGE agrees to waive any degree audit or graduation fees as an incentive for application.
- C. STOCKTON and BERGEN COMMUNITY COLLEGE further agree to co-host reverse transfer information sessions for transfer students.

**VI. Time Limits**

- A. Any full-time student who matriculates to STOCKTON within three (3) years of the student's original enrollment in BERGEN COMMUNITY COLLEGE will be subject to the undergraduate degree requirements for the applicable STOCKTON program in place at the time of their original enrollment in BERGEN COMMUNITY COLLEGE. If more than three (3) years has elapsed between the date of the original enrollment in BERGEN COMMUNITY COLLEGE and a full-time student's matriculation to STOCKTON, the student must satisfy any degree requirements in place at the time of matriculation to STOCKTON.

- B. Any part-time student (i.e. a student that is classified by BERGEN COMMUNITY COLLEGE as a part-time student in any one semester of continuous enrollment) that matriculates to STOCKTON within five (5) years of such student's original enrollment in BERGEN COMMUNITY COLLEGE will be subject to the undergraduate degree requirements for the applicable STOCKTON program in place at the time of their original enrollment in BERGEN COMMUNITY COLLEGE. If more than five (5) years has elapsed between the date of the original enrollment in BERGEN COMMUNITY COLLEGE and the student's matriculation to STOCKTON, the part-time student must satisfy any degree requirements in place at the time of matriculation to STOCKTON.

## **VII. Academic Advising**

- A. BERGEN COMMUNITY COLLEGE students will be jointly advised by both STOCKTON and BERGEN COMMUNITY COLLEGE when such students enroll at BERGEN COMMUNITY COLLEGE to maximize each student's ability to enter STOCKTON having completed the correct prerequisite courses and been advised of all STOCKTON and program degree requirements.
- B. To support this work, BERGEN COMMUNITY COLLEGE will provide office space on its campus to be staffed by a STOCKTON advisor on a regular schedule; this will ensure that conditional dual admission students have ongoing STOCKTON support on such issues as course-to-course equivalency, program-specific requirements, reverse transfer options, additional admissions requirements, financial aid, and other matters related to matriculation.
- C. In addition, conditional dual admission students will benefit from ongoing, coordinated advising by representatives from both institutions to assist in course selection and ensure familiarity with graduation requirements of their proposed major. The students will also be invited to attend special events hosted on STOCKTON'S campus.

## **VIII. Financial Aid and Assistance**

- A. Participating students' financial aid will be processed and provided by BERGEN COMMUNITY COLLEGE when such students are enrolled at BERGEN COMMUNITY COLLEGE. When participating students are enrolled at STOCKTON, they may apply for financial aid through STOCKTON pursuant to the University's applicable policies and procedures.
- B. STOCKTON will provide five (5) one-year scholarships of \$2,000 per year to BERGEN COMMUNITY COLLEGE students whose admission to STOCKTON is covered by this MOU.

## **IX. Cooperation, Assessment and Other Initiatives**

- A. STOCKTON and BERGEN COMMUNITY COLLEGE acknowledge that a successful partnership requires ongoing cooperative efforts, assessment, and support. In addition, both institutions acknowledge the potential for the existence of potential further opportunities for collaboration and partnership.
- B. Consequently, STOCKTON and BERGEN COMMUNITY COLLEGE agree to establish an advisory committee to ensure best practices in the following areas: (a) recruitment and enrollment management; (b) academic services; (c) student services; (d) information technology; (e) marketing; and (f) facilities use.
- C. This MOU will be assessed after the first five (5) years of operation using a mutually agreed upon assessment plan, and then every two (2) years thereafter.

## **X. Intellectual Property and Publicity**

- A. STOCKTON and BERGEN COMMUNITY COLLEGE agree to work cooperatively to create marketing language to promote this MOU's program-to-program articulation agreements, conditional dual admission, and reverse transfer efforts. To do so, STOCKTON and BERGEN COMMUNITY COLLEGE will be granted non-exclusive and non-transferable permission to use the other institution's name, logo, and related intellectual property for academic, business, and merchandizing purposes. This includes permission to use mutually agreed-upon domain names and URLs to support initiatives in this MOU without royalty or fee, and upon written approval by both parties.
- B. To the maximum extent possible, both institutions shall notify one another when asked for public statements or press releases relating to this MOU and shall take reasonable steps to secure authorization from one another approving such messages prior to making any public statements.

## **XI. Fundraising, Foundation, and Alumni Activities**

- A. STOCKTON and BERGEN COMMUNITY COLLEGE shall retain the right to treat students who have completed relevant degree programs described in this MOU as alumni of their institutions.
- B. Likewise, both institutions reserve the right to solicit donations from matriculated students and alumni who have completed degree programs described in this MOU.
- C. Participating institutions may work jointly in developing mutually beneficial fundraising and alumni engagement strategies.

## **XII. Separate Accounting; No Change in Status**

- A. Costs and revenues will not be shared or allocated between participating institutions. During the period that a participating student is enrolled at BERGEN COMMUNITY COLLEGE, all costs and revenues arising from such enrollment will be paid to BERGEN COMMUNITY COLLEGE. During the period that a participating student is enrolled at STOCKTON, all costs and revenues arising from such enrollment will be paid to STOCKTON.
- B. STOCKTON and BERGEN COMMUNITY COLLEGE, and their respective Boards of Trustees, will continue to maintain their independent authority, rights, and privileges as set forth in their respective enabling statutes and bylaws. Moreover, the employees of STOCKTON and BERGEN COMMUNITY COLLEGE shall continue as employees of their respective institutions, with all of the rights and obligations attendant thereto. The foregoing shall not preclude STOCKTON or BERGEN COMMUNITY COLLEGE from entering into arrangements in the future to jointly employ certain individuals. Each institution shall be responsible for funding its own budget.

## **XIII. Term, Renewal, and Termination**

- A. This MOU shall have an initial term of five (5) years from the date it becomes effective. Subject to changes that may be agreed upon by both institutions pursuant to the assessments set forth in Section IX and as otherwise set forth herein, this MOU shall renew automatically for successive two-year terms until terminated.
- B. This agreement may be terminated by either STOCKTON or BERGEN COMMUNITY COLLEGE by written notice to the other institution if:
  - 1. There shall have been a material breach of any of the covenants set forth in this MOU on the part of either institution, which breach (if susceptible to cure) is not cured within on

hundred twenty (120) days following written notice to the institution committing the breach, or;

2. The other institution shall cease to maintain its accreditation or licensure, or;
  3. The other institution or any of its employees or agents shall engage in any conduct that could reasonably be expected to adversely affect the reputation of the institution seeking termination.
- C. After the first five (5) years following the date that this MOU becomes effective, either institution may terminate this MOU for any reason or no reason upon one year's written notice to the other institution.
- D. In the event that this MOU is terminated, it is understood and agreed that the termination will not apply to those students already accepted to STOCKTON and BERGEN COMMUNITY COLLEGE under the terms of this MOU.

#### **XIV. Compliance with Applicable Laws**

- A. Participating institutions agree to abide by the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal and state laws/regulations addressing student privacy. Any student data proposed to be shared (whether before or after the execution of this MOU) will be shared only in compliance with FERPA or any other applicable federal and state laws.
- B. Both STOCKTON and BERGEN COMMUNITY COLLEGE, in its programs and services, adhere to New Jersey's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, both institutions participating in this MOU will not discriminate based upon race; creed; color; national origin; ancestry; age; sex; marital status; familial status; affectional or sexual orientation; atypical heredity, cellular, or blood trait; genetic information; liability for training and service in the Armed Forces of the United States; or disability.
- C. This MOU will be governed by, and construed under, the laws of the State of New Jersey without regard to conflicts-of-laws principles. All disputes arising under this MOU shall be resolved by arbitration in the State of New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association then currently in effect, or by an individual arbitrator mutually agreed upon by both institutions. Demand for arbitration of any such dispute shall be made within a reasonable time after the dispute has arisen, and shall in no event be made after the date when institution of legal or equitable proceedings for the resolution of such dispute would be barred by the applicable statute of limitations as determined under the laws of the State of New Jersey. Any demand for arbitration shall include all disputes then known to the demanding party. Judgement upon the award rendered hereby may be entered in any court having competent jurisdiction thereof or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- D. This MOU may be executed in one or more counterparts, each of which will be deemed an original of this MOU and all of which will be deemed to constitute the same letter. To the extent permitted by law, a signature delivered via facsimile or email will be considered as an original for the purposes of acknowledging and agreeing to the terms of this MOU.
- E. This MOU supersedes any other similar agreement or MOU, written or otherwise, or any representations made thereto, between participating institutions, or any past practices of a nature provided for herein.

F. STOCKTON and BERGEN COMMUNITY COLLEGE each represent that all necessary action has been taken to authorize the execution and delivery of this MOU.

IN WITNESS WHEREOF, participating institutions have duly executed this instrument.

For BERGEN COMMUNITY COLLEGE:

  
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Dr. Eric Friedman  
President

For STOCKTON UNIVERSITY:

  
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Dr. Harvey Kesselman  
President