

MEMORANDUM OF UNDERSTANDING BETWEEN

THOMAS EDISON STATE UNIVERSITY (W. CARY EDWARDS SCHOOL OF NURSING) AND  
BROOKDALE COMMUNITY COLLEGE (HEALTH SCIENCES: NURSING PROGRAM)

This Memorandum of Understanding is between Thomas Edison State University (W. Cary Edwards School of Nursing), hereinafter “the University” a state of New Jersey higher education institution, and Brookdale Community College, hereinafter “Brookdale.”

The central purpose of the University is to serve higher education and the public interest as a center of innovation, information, policy formulation, and advocacy on behalf of adult learners, and to make available educationally valid learning opportunities, which serve as alternatives to college classroom study and which are appropriate to the varied needs and learning styles of adults. It is in this spirit that Thomas Edison State University approaches the following relationship, as governed by the points below, with Brookdale, regarding its RN students.

- The University will guarantee transfer admission; waiver of application fee; acceptance of all credits earned, with a grade of C or better, that count toward the Associate of Applied Science degree in the Health/Sciences Nursing Program and meet the University requirements; to all graduates in good standing of the Health Sciences Nursing Program, Associate of Applied Science degree at Brookdale.
- RN students of Brookdale will enroll in the RN-BSN and the RN-BSN/MSN degree programs offered by the W. Cary Edwards School of Nursing 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 Brookdale awaiting RN licensure. Students provisionally admitted to the program may enroll in NUR-340 and NUR-342. Provisionally admitted students will have one year from the date of Provisional Admission to obtain RN licensure.
  - b. **Full admission** to the RN-BSN and RN-BSN/MSN programs requires that the applicant must be a graduate of Brookdale, with an Associate of Applied Science degree, and submit a current and valid RN license, recognized in the United States, along with the final transcript from Brookdale.

Participation in this program while enrolled at Brookdale is declared by completing the Intent to Enroll Form. Students are encouraged to submit their application to the program before they have completed 30 credits at Brookdale in order to maximize the efficiency of their transfer to the University; however, the Intent to Transfer Form may be submitted any time prior to completion of the last semester at Brookdale. Students must be admitted to the Brookdale Nursing Program to be eligible to submit the Intent to Enroll Form.

Students must follow the appropriate transfer program of course selections for the University while at Brookdale, listed in the Nursing Program to Program - Transfer Advising Guide – with up to 90 credits transferred from Brookdale.

If a student becomes inactive (has earned less than three (3) credits at the University per year) and decides to re-enroll, that student will then be required to pay the application fee at the time of application.

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.
2. RN students accepted into an academic program offered by the W. Cary Edwards School of Nursing at the University will become active in the program following enrollment in a course. They will remain actively enrolled provided they earn a minimum of three credits at the University in each 12-month period that applies to the academic program.
3. 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.
4. RN students at Brookdale who enroll in an academic program offered by the W. Cary Edwards School of Nursing at the University will be charged the discounted rate of 5% less than the New Jersey resident prevailing nursing per credit tuition established by Thomas Edison State University. The tuition and fee schedules are posted on the University's Web site. While fees are generally established annually, they are subject to change without prior notice.
5. The University agrees to offer a deferred billing option for RN students at Brookdale enrolled in the above referenced programs. Students must register online to enroll in the payment plan. No phone, mail, email, or fax registrations.
6. Brookdale understands that all required nursing courses are available online through the W. Cary Edwards School of Nursing. 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.
7. Brookdale RN-BSN/MSN students will register for courses and tests through the University using guidelines and deadlines as mutually agreed upon.
8. Students are responsible for acquiring all textbooks and materials required for courses.
9. Brookdale must receive written approval from the University, for all materials developed by Brookdale that reference or mention the University or Brookdale's relationship with the University *prior* to their publication and distribution. In addition, after their publication, Brookdale 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 must also have prior written approval. Brookdale must also review and approve, in writing, any publication prior to the University's distribution of materials mentioning Brookdale.
10. The University will assign a member of the W. Cary Edwards School of Nursing staff to Brookdale who will serve as a relationship liaison for this Memorandum of Understanding.
11. Brookdale will identify a staff member, preferably prepared in nursing at the baccalaureate or master's level, 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 for students of Brookdale and will provide Brookdale with copies of the University and the W. Cary Edwards School of Nursing curricula. The relationship liaison at Brookdale will maintain regular contact, at least on a quarterly basis, with the W. Cary Edwards School of Nursing liaison.

12. The University will provide to the Brookdale relationship liaison Brochures, Prospectuses, and other University materials on a regular basis.
13. Brookdale will notify the University directly of any changes made involving any nursing program changes and the University will notify Brookdale directly if any relevant changes are made to W. Cary Edwards School of Nursing academic programs.
14. Thomas Edison State University will provide non-directory education information to Brookdale only after receiving a written and signed release from the student, in compliance with the Family Educational Rights and Privacy Act.
15. Brookdale will promote this relationship to its students.
16. Brookdale will publicize the relationship on their Web site. The University will support Brookdale's efforts by providing personnel to support outreach, e.g., presentations, participation in education fairs. The University will provide a web page specifically geared to Brookdale enrolled RN students.
17. 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.
18. 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.
19. 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.
20. Each party is responsible for its own acts and those of its officers, employees and agents.
21. 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.
22. This Memorandum of Understanding may be terminated by Brookdale 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.
23. 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

Brookdale Community College  
765 Newman Springs Road  
Lincroft, NJ 07738

To the attention of: Mary Ehret, MS, RN, Director of Nursing

24. 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.
25. 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.
26. The regular process for transfer admission to the University will remain for Brookdale students who do not participate in this program as well as for program participants who do not fulfill the requirements listed in Article 1 of this document.