



## **Memorandum of Understanding**

### **Thomas Edison State University And Alexandria Technical and Community College**

This Memorandum of Understanding (MOU) is entered into between Thomas Edison State University (the University) and Alexandria Technical and Community College (ATCC) for the purposes of creating an Undergraduate degree completion program.

#### **1. Thomas Edison State University**

Thomas Edison State University provides distinctive undergraduate and graduate education for self-directed adults through flexible, high-quality collegiate learning and assessment opportunities. 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.

#### **2. Alexandria Technical and Community College**

Alexandria Technical and Community College aspires to prepare our diverse community through transformative learning experiences for the needs of an ever-changing world. The College builds a stronger community by providing an accessible, equitable, inclusive and affordable education to empower our students to achieve academic and career goals.

This undertaking by the University and Alexandria Technical and Community College is intended to provide Alexandria Technical and Community College students a pathway to the Bachelor of Science program in either Nuclear Energy Engineering Technology at the University. This undertaking will allow Alexandria Technical and Community College students the opportunity to enroll in the associate degree programs at Alexandria Technical and Community College and the baccalaureate degree programs offered at the University as specified in Appendix A. The parties agree to cooperate in articulating their academic programs and services so that students may take full advantage of their combined educational opportunities and that the institutions may benefit from their cooperative initiatives.

For the purpose of facilitating student articulation, Alexandria Technical and Community College and the University agree in principle to maintain transfer guidelines outlining policies, procedures, program transfers and, where possible, specific course equivalencies for students transferring into associate degree programs at the University. Both the University and Alexandria Technical and Community College will make available to all interested students the appropriate transfer information as outlined in this MOU.

The University and Alexandria Technical and Community College will implement this MOU in accordance with the rules and regulations of all applicable New Jersey State, Minnesota State, and United States federal education regulatory authorities. Both institutions will cooperate in providing information and data needed to comply with these requirements.

#### **1. Academic Programs**

The University, through a review based upon the Alexandria Technical and Community College curriculum and in consultation with Alexandria Technical and Community College will accept students into the Bachelors programs specified in Appendix A. Additional programs, mutually agreed upon by both parties, may be added to this agreement through an addendum to Appendix A.

Degree candidates must complete the specific degree requirements and adhere to academic policies in effect at the time of their enrollment.

#### **2. Curriculum**

The curricula for the degrees specified in this agreement are detailed in the university publications which are available online or in the published catalog.

The curricula for Alexandria Technical and Community College in Nuclear Engineering Technology Associate of Science degree will transfer to the University through the University's policies and procedures for transfer credit

acceptance.

Courses taken as remediation to develop basic skills will not be accepted toward degree requirements.

The University will provide degree template(s), as needed, which specify the courses/examination required in order to earn an approved bachelors degree. The University reserves the right to modify the curriculum at any time.

University courses will be offered only as online courses.

The University will accept credits from ATCC in accordance with TESU policies and procedures unless otherwise specified in this agreement. All credits must be documented on an official transcript from ATCC. Duplicated courses among multiple programs may receive transfer credit only once.

The University will notify ATCC if any changes are made to degree programs covered under this agreement. Any examinations, courses or academic materials created by the University under the terms of this MOU will be the sole property of the University. The University retains the right to determine which examinations, courses and academic materials it will develop at its expense. Examinations, courses and academic materials developed at the request of ATCC will be completed under a separately executed agreement.

### **3. Undergraduate Enrollment**

Students will be admitted and covered by this MOU, under the following Scenarios:

1. Students must complete the entire sending program from ATCC and meet TESU's course grade requirements.
2. Students have one year after completing the associate's degree at ATCC to apply to the University to be covered under the terms of this MOU.

In cases where ATCC has granted a student transfer of credit for coursework at another institution, it is assumed that the University will request the student provide documentation for those courses directly from that third institution. At its option, the University may accept the transfer of credit granted by ATCC.

If a student takes course(s) at another institution while enrolled at the University (other than the University or ATCC), 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.

The University will assign a process to track students from the ATCC program.

Students enrolled at the University will follow a standardized curriculum established by the University designed to guide the student toward degree completion. Upon enrollment in the University, students will be supported in the program through the University's academic advisement process.

### **4. Relationship Between Parties**

The Parties are independent contractors, and neither Party will hold itself out to be the agent, employee, partner or joint venturer of the other Party. When used by the Parties, the terms, "partner" or "partnership," are for convenience of reference, and have no legal significance.

### **5. 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.

### **6. 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.

### **7. Responsibility**

Each party shall be responsible for its own acts and omissions, as well those of its employees, officers and agents.

### **8. 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.

### **9. 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.

#### **10. Publications and Marketing**

The University and ATCC will jointly promote this undertaking to students of ATCC. All materials mentioning the relationship must be approved in writing by both the University and ATCC, 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.

#### **11. Liaisons and Communication**

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

The liaisons at the University and ATCC 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 Memorandum of Understanding.

Whenever any notice is to be given here under, 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:

**Richard P. Coe, Ph.D.**  
**Assistant Dean, School of Applied Science and Technology**  
Thomas Edison State University  
111 West State Street  
Trenton, NJ 08608-1176

**Tamara Arnott, Ph.D.**  
**Dean of Educational Services**  
Alexandria Technical and Community College  
1601 Jefferson St  
Alexandria, MN 56308

#### **12. 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 ATCC tuition and fees, if applicable, for enrollment in ATCC courses and students will pay either the University per credit rate plus fees when enrolling in the University courses. Respective tuition and fee schedules are posted on each institution's Website. While tuition and fees are generally established annually, they are subject to change without prior notice.

The University and ATCC retain the right to change their tuition and fees at their discretion and as approved by their Board of Trustees.

#### **13. Program Assessment**

The effectiveness of the Parties' relationship will be assessed on an annual basis. A process and the criteria for this assessment will be mutually determined by Thomas Edison State University and ATCC. This report will be completed in collaboration by both organizations.

#### **14. 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 90 days before the last day of the second year.

#### **15. Laws of Governance**

This MOU 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.

**16. Changes, Amendments or Termination**

This MOU represents the entire understanding of the Parties with respect to the subject matter. 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 ATCC 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 two years to complete their studies under the terms of this agreement. Students who become inactive during this two year period will not be allowed to reenroll under the terms of the agreement.

This agreement supersedes and replaces all previous signed agreements.

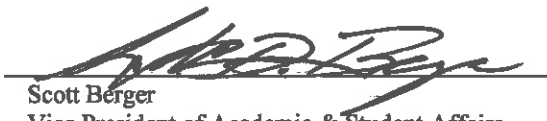
**17. Force Majeure**

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 and Vice President of Academic Affairs  
Thomas Edison State University



Scott Berger  
Vice President of Academic & Student Affairs  
Alexandria Technical & Community College

2/21/2022

Date

03/22/22

Date

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### **Appendix A**

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

- Bachelor of Science in Nuclear Energy Engineering Technology

**Alexandria Technical and Community College** degree and area of concentration approved for this Memorandum of Understanding:

- Associate in Science in Nuclear Engineering Technology

(See attached excel file)