

Joint Memorandum of Understanding For NJPLAN

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 available to them programs in Prior Learning Assessment (PLA). This undertaking, to be administered through Thomas Edison State College (TESC), 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 are the Portfolio Assessment program, the TECEP credit-by-exam program, and the reviews of training programs, licenses, and certifications conducted by Thomas Edison State College's Office for Assessment of Professional and Workplace Learning (OAPWL), as well as external programs provided by third parties, such as CLEP, DSST, and reviews conducted by the American Council on Education and the National College Credit Recommendation Service. 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.

Student Advising

Through advising, admissions processes, and other means, each institution will work to identify its enrolled students who may potentially earn credits through PLA programs, and will refer those students to TESC, 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 TESC's Office for Assessment of Professional and Workplace Learning of training, licenses, or certifications. The PLA process is administered through TESC's online portal, and students will be assisted 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 transferrable back to their own institution.

Otherwise, 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-100 and PLA-200 courses. However, both TESC 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.

The PLA Process at Thomas Edison State College

To earn credit for PLA through the portfolio process, NJ PLAN students will follow the same process used by TESC students: upon referral by their institution, students will have the option to enroll in TESC's PLA-100, Introduction to Portfolio Assessment, an online, one-credit, four-week course that provides an overview of the concept of PLA as well as helping students to determine whether they have any college-level learning that could earn them credit toward their degrees. Students can also meet this requirement through an equivalent course offered at their home institution or elsewhere. Following PLA-100, students who want to go through the portfolio process to attempt to earn credit for multiple courses will enroll in PLA-200, Introduction to Portfolio Assessment, an online, two-credit, eight-week course that guides students through the process of developing their portfolios. PLA-200 is a required course for all students who are undertaking to earn credit for more than one course via portfolio. Upon the conclusion of PLA-200, 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 TESC's PLA process. On behalf of NJ PLAN, TESC 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 will provide a list of course descriptions, including learning outcomes, to TESC 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 through PLA will be transcribed by TESC 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 PLA at TESC, with all exceptions and limits noted in an attachment to this agreement. Any limitations in the number or type of credits to be accepted or transcribed should be reported to TESC as soon as such a policy takes effect.

Additional Considerations

Through coordination by TESC's OAPWL, NJ PLAN institutions will have the opportunity to work together to identify corporate and external training and education programs that might be appropriate for academic program review (APR) and articulation with degree programs. TESC will invite interested faculty members to participate in the APR 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 TESC to participate in portfolio evaluation. They would be compensated by TESC at the standard rate paid to reviewers and mentors, as appropriate.

Participating institutions must provide to TESC, and to their own students when they are referred to NJ PLAN, their restrictions on the acceptance of credits earned through all PLA processes, 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. TESC will work with institutions in facilitating this process.

Publications and Marketing

NJ PLAN consortium members will assist NJ PLAN in promoting this undertaking to students and prospective students. Institutions will make revisions to their own websites and the NJ PLAN website to recognize this relationship and provide links where students can get additional information. All NJ PLAN members expect that all promotional and informational materials that are developed by individual consortium members will be accurate and intended to promote students' access to prior learning assessment and NJ PLAN's goals in making this possible. Any such materials mentioning the arrangement that is part of this undertaking may be reviewed by the members of the consortium, with comment as necessary. This includes such publications as any and all newsletters, press releases, electronic posting(s) or other publications mentioning the undertaking. At each participating institution, the appropriate contact person, such as a Director of Communications, will be identified.

Other than the publications permissions noted above, no party grants any other party the right to use its name in marketing and/or promotional materials without prior written permission of the other party.

Liaisons and Communication

Each institution will identify a contact person within its organization who will serve as a liaison regarding this undertaking. The liaison will be able to answer basic questions about TESC's PLA process for students from his or her institution, and provide such students with copies of NJ PLAN policies and appropriate degree templates. TESC can assist with the training of liaisons and other staff as needed.

TESC will identify a contact person within its organization who will serve as TESC's liaison with the other NJ PLAN institutions for this undertaking.

TESC will provide to the other institutions' liaisons publications, web links, course materials, and other materials as needed and/or as requested.

The liaisons shall maintain a minimum of quarterly contacts to discuss the program and the administration of this undertaking. This quarterly meeting will represent the governance of the consortium until such time as a majority of the liaisons determine to change this.

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 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 or postage prepaid.

Any formal communication should be directed to:

Marc Singer, Vice Provost
Thomas Edison State College
101 West State Street
Trenton, NJ 08608-1176

Linda Drexel, Asst. Dean of Enrollment Services
Camden County College
College Drive
Blackwood, NJ 08012

Tuition and Fees

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. TECEP exams and TESC's PLA courses and portfolio evaluation process will be made available to NJ PLAN students at the same rates as are available to TESC matriculated students under TESC's Enrolled Options Tuition Plan. NJ PLAN students will not be required to pay TESC's annual enrollment fee for participating in the PLA process, and will be billed directly by TESC. Tuition and fees related to application, enrollment, and services are to be paid directly by the students to the respective educational institutions. In the case of students who are eligible to earn credit for training, certifications, or licenses that have been reviewed for college-level equivalency by TESC's OAPWL, and who earn PLA credit only through this means, TESC will transcript the appropriate credits and provide an official transcript or equivalent to their home institution, for a fee of \$100, regardless of the number of credits. All other credits earned through portfolio or TECEP by way of NJ PLAN will be transcribed and provided to the student's home institution at no additional cost.

Program Assessment

The effectiveness of the partnership will be assessed on an annual basis. A process and the criteria for this assessment will be mutually determined by TESC and the other NJ PLAN consortium members. This report will be completed in collaboration by members of the organizations.

Previous Agreements

This agreement is executed independently of any agreements involving members of the NJ PLA Network (NJ PLAN) consortium of New Jersey State institutions. Institutions are free to participate in NJ PLAN without any effect on or restriction from previous agreements between them and TESC. In addition, if the NJ PLAN consortium proves to be of greater appeal and/or utility to participating institutions, any previous MOU concerning the provision of PLA services may be amended or terminated upon written agreement of both institutions at any time.

Duration of the Agreement

This Memorandum of Understanding is in effect for a one-year period beginning on the date of its official signature by the duly authorized parties, and may be extended by agreement of all or several participating parties. No additional parties may be incorporated into this agreement without the consent of the NJ PLAN governing body and TESC.

Rights and Ownership

All rights to inventions, discoveries or other commercially useful research products arising from research conducted by students while enrolled in TESC or mentors while employed by TESC under this Memorandum of Understanding shall belong to TESC and shall be governed in accordance with College policy. Inventions, discoveries, or other commercially useful research products existing prior to enrollment in TESC shall remain the sole and exclusive property of the institution in which the student was originally enrolled. Nothing contained in this Memorandum of Understanding shall be deemed to grant either directly or by implication, estoppels, or otherwise any license under any patents, patent applications or other proprietary interest of any other invention, discovery or improvement of either party.

Independent Contractors

The parties acknowledge that they are independent contractors. Nothing in this MOU creates a partnership or joint venture between them. The word "partnership," if used in reference to this MOU, is a term of art used for convenience of the parties, and has no legal significance.

Confidentiality

The parties acknowledge that the federal law, the Family Educational Rights and Privacy Act (FERPA) governs the confidentiality of student education records, and will be followed.

Liability

Each party shall be responsible for its own acts, and those of its employees, officers and agents in accordance with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

Assignment

No party shall have the right to assign this MOU without the written consent of the other parties.

Laws of Governance

The laws of the State of New Jersey shall govern this Memorandum of Understanding. It is agreed and understood that any contracts and/or orders placed as a result of this Memorandum of

Understanding 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 but not limited to 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.

Severability

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable, then that fact shall not affect the validity or enforceability of any other provision of this Agreement.

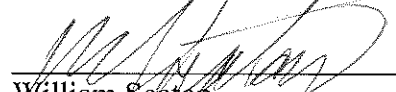
Changes, Amendments or Termination

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.

Participation in this Memorandum of Understanding may be terminated by TESC or any NJ PLAN consortium member upon the giving of ninety (90) days prior written notice to the others if a party determines, in its discretion, that the project is no longer academically, technically, or financially advantageous.

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

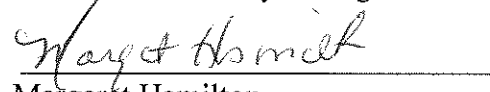
For Thomas Edison State College:



William Seaton
Vice President & Provost

Date: 03/11/2016

For Camden County College:



Margaret Hamilton
Vice President for Academic Affairs

Date: 2/15/16