

MEMORANDUM OF UNDERSTANDING
Joint Bachelor of Science Degree in Clinical Laboratory Sciences
with Specialization in Medical Laboratory Science
between
Rutgers, The State University of New Jersey
and
Ramapo College of New Jersey

1. INTRODUCTORY SECTION

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into on this 7th day of August 2018 by and between Ramapo College of New Jersey, (hereinafter referred to as "Ramapo") and Rutgers, The State University of New Jersey, an instrumentality of the State of New Jersey, by and on behalf of Rutgers Biomedical and Health Sciences-School of Health Professions, (hereinafter collectively referred to as "Rutgers"). Ramapo and Rutgers shall hereinafter be collectively referred to as the "Parties." This MOU replaces the agreement entitled "A Collaborative Education Program Leading To A Joint Bachelor Of Science Degree In Clinical Laboratory Sciences (BS in CLS) With Specializations In Cytotechnology And Medical Laboratory Science" signed on November 19, 2010.

WHEREAS, Rutgers is the State's comprehensive public research university with broad responsibilities for professional health sciences education, healthcare delivery, and basic biomedical, psychosocial, clinical, and public health research;

WHEREAS, Ramapo is a public four-year college that provides education programs leading to the baccalaureate degree; and

WHEREAS, Ramapo and Rutgers wish to establish a joint Bachelor of Science degree program in Clinical Laboratory Sciences with a Specialization in Medical Laboratory Science, hereinafter referred to as "Joint Program"; and

WHEREAS, Ramapo and Rutgers wish to collaborate regarding certain academic programs that build upon the unique strengths of the cooperating institutions;

NOW THEREFORE, Ramapo and Rutgers wish to confirm in writing the terms of mutual and individual responsibilities related to offering the Joint Program.

2. GENERAL DESCRIPTION OF THE JOINT PROGRAM

Rutgers and Ramapo agree to develop a Joint Program leading to a Bachelor of Science in Clinical Laboratory Sciences with a Specialization in Medical Laboratory Science. The Joint Program is a single, integrated entity, composed of college level courses and clinical experiences to improve the quality of Medical Laboratory Science health personnel. Students successfully completing the Joint Program will be granted a Bachelor of Science degree jointly by Rutgers and Ramapo.

3. ACADEMIC PROGRAM & ADMINISTRATION

- a. The Joint Degree program will consist of a minimum of 128 credits at the undergraduate level including general education, basic science, and mathematics courses at Ramapo (hereinafter "Pre-professional Phase") and medical laboratory science courses at Rutgers (hereinafter "Professional Phase"). The courses in the Pre-professional Phase at Ramapo are designed to provide a sound foundation for entry into the Professional Phase at Rutgers. The core of general education, basic science, and mathematics courses to be agreed upon by the Parties shall be offered on the Ramapo campus and coordinated with Rutgers.
- b. Matters pertaining to policies and procedures for the Joint Program shall be submitted to the appropriate councils, committees or administrators at Ramapo and Rutgers.
- c. The curriculum for the Joint Program shall be mutually agreed upon by the Parties. Programmatic information and guidelines for potential students shall be cross-listed in catalogues of Ramapo and Rutgers.
- d. The Joint BS in Clinical Laboratory Sciences Program Operating Council shall be established to consider matters pertaining to the coordination by the Parties and serve as a forum for the faculty of the Joint Program to confer so that the components of the Joint Program possess appropriate articulation to meet academic goals. Membership on this council shall consist of a minimum of one faculty member from Rutgers and one faculty member each from Ramapo as well as other participating institutions. This council shall meet at least one time during each academic year and more often if needed.
- e. Admission to the Joint Program shall be in accordance with criteria, policies and procedures established by the Parties and the other participating institution(s).
- f. Students admitted to the Joint Program must complete all required general education, basic science, and math courses with a cumulative GPA of at least 2.85 prior to the start of the Professional Phase of the Joint Program with a grade of C or above in all required prerequisite science and mathematics courses. The Joint BS in CLS Program Operating Council may increase these requirements to maintain the highest quality of students. Rutgers may require changes to the general education, basic science, or mathematics course requirements due to changes in accreditation requirements. Rutgers agrees to inform Ramapo of any changes in degree requirements as soon as they are adopted.
- g. Each student admitted to the Joint Program shall register for all professional courses at Rutgers. Students will be responsible for meeting all Rutgers requirements including health and immunization requirements, completion of Technical Standards/Essential Functions form, Criminal Background Check, and all additional required enrollment forms and activities. The students will be required to complete the School of Health Professions orientation online or in-person and attend the Clinical Laboratory Sciences orientations which are scheduled the semester prior to the beginning of the Professional

Phase of the Joint Program(s). Failure to attend or fulfill any of the Rutgers requirements may preclude admission to classes.

- h. The standards of progress and graduation shall conform to the policies and procedures of Ramapo and Rutgers. Students shall be required to complete all necessary RAMAPO and Rutgers forms and other requirements. In the event of a conflict during the Pre-professional Phase, Ramapo's policies will prevail. If a conflict arises during the Professional Phase, Rutgers policies will prevail.
- i. Tuition and fees for courses shall be charged in accordance with individual schedules as established by Ramapo and Rutgers. Students will pay tuition and fees at Ramapo for course work during the Pre-professional Phase and at Rutgers for coursework in the Professional Phase.
- j. Ramapo will submit an official transcript to Rutgers of all student records. Rutgers shall furnish to Ramapo such information as is required to maintain appropriate student records, including grades, withdrawals and dismissals. Student applications for graduation shall be evaluated and certified by the Office of the Registrar at both Parties. The Parties agree that the maintenance of student records for the Joint Program shall be in accordance with the Family Educational Rights and Privacy Act and other applicable laws and regulations.
- k. Students in the Professional Phase of the Joint Program who wish to obtain financial aid, shall apply to the Office of Financial Aid at Rutgers.
- l. Students enrolled in the Joint Program shall be accorded full access to the applicable services, co- and extra-curricular activities, and facilities of both institutions.
- m. Academic advisement shall be provided by Ramapo and Rutgers. All students enrolled in the Joint Program shall be assigned a Rutgers faculty member as an advisor. In addition, all students shall have full access to the advisement services of Ramapo. Academic advisement shall ensure that students are made aware of all requirements for completion of the Joint Program degree and are appropriately placed in pre-professional and professional courses.
- n. Student grade appeals shall be processed in accordance with established Rutgers and Ramapo policies and procedures, depending upon the institution at which the course is being offered.
- o. Students will be required to comply with the rules and regulations governing academic performance and student behavior as established and published by Ramapo and Rutgers. Procedures and/or hearings regarding alleged violations of rules or regulations shall be conducted in accordance with the Ramapo Student Handbook and Rutgers School of Health Professions Student Handbook. In the event of a conflict during the Pre-professional Phase, Ramapo policies will prevail. If a conflict arises during the Professional Phase, Rutgers policies will prevail.

- p. Each student will be required to provide evidence that his/her own health care is covered, in the event of sickness or accident, by an appropriate insurance policy and shall comply with the student health and immunizations requirements of Rutgers during the Professional Phase of the Joint Program.
- q. Faculty for the professional sequence of courses shall be recruited, employed and evaluated by Rutgers and shall receive faculty appointments to Rutgers in accordance with the practices and procedures of Rutgers. Faculty for the pre-professional sequence of courses shall be recruited, employed, and evaluated by Ramapo and shall receive faculty appointments to Ramapo in accordance with practices and procedures of Ramapo. Rutgers has the right to observe any pre-professional courses.
- r. Ramapo and Rutgers shall design the diploma, which will include the Rutgers and Ramapo seals. Rutgers will order the diplomas. Ramapo shall secure the signatures of its academic officers and thereafter send the signed diplomas to Rutgers for signatures.
- s. Both Rutgers and Ramapo shall make available classrooms, conference space, and laboratories for the Joint Program components taught by each Party's faculty members.
- t. Any publicity, brochures, catalogues, student handbooks, web sites, and program descriptions referencing or pertaining to Rutgers or the Rutgers portion of the Joint Program, shall be approved by Rutgers in advance of release.
- u. The following notice shall be placed in student informational literature: Students participating in the Joint Program shall at all times be required to follow the rules and regulations established by affiliated clinical agencies, governmental agencies, professional associations, and any other institution, agency, or organization participating in the Joint Program. They shall do so under the specific instruction of the supervisory staff of those agencies.
- v. To the extent there is no conflict with any applicable collective negotiations agreement and/or Ramapo policy, Ramapo shall make modifications in Ramapo's advisement, teaching, or other activities as they relate to the Joint Program, as required and directed by Rutgers.

4. ADMINISTRATIVE STRUCTURE

- a. Rutgers shall designate a primary contact/program director as both liaison to Ramapo and advisor to the Joint Program's students. Ramapo shall designate a primary contact/faculty member to ensure that policies and procedures affecting admissions, academic advisement, and curriculum requirements of the Joint Program are carried out.
- b. The direct responsibility for the administration and professional accreditation of the Joint Program shall be assumed by the appropriate Program Director(s) at Rutgers. This individual(s) shall be employed by Rutgers.

- c. The Chairperson of the Department of Clinical Laboratory and Medical Imaging Sciences at Rutgers or his/her designee shall coordinate the course sequence development and Joint Program advisement. Curriculum and student matters shall be reviewed in accordance with departmental policies and procedures.
- d. The joint BS in Clinical Laboratory Sciences Program Operating Council shall maintain effective collaboration and communication, and assure that the curriculum conforms to degree requirements and professional standards. The council shall review and recommend admissions policies, academic standards, and student performance appeal procedures for the Joint Program. Such standards, policies and procedures will require approval by the Deans of the Parties and the participating institutions.

5. FISCAL ARRANGEMENTS

- a. Students in the Professional Phase of the Joint Program shall remit all tuition and fee payments directly to Rutgers.
- b. Rutgers and Ramapo shall directly bill the students for their graduation fees. Students shall be invited to and be recognized at commencement ceremonies at both Ramapo and Rutgers.

6. INSURANCE

Ramapo is a public higher education institution in the State of New Jersey. As such, this MOU expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of 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. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of this MOU should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self-funds for Workers Compensation and Disability.

Nothing stated in this MOU shall be construed to imply indemnification of any Party by Rutgers or Ramapo.

7. OTHER CONSIDERATIONS

- a. There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this MOU, or against any applicant for such employment because of age, race, creed, color, national origin, sex, ancestry, marital status, or handicap. This provision shall include, but not be limited to the following: employment, up grading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Parties of this MOU do hereby agree that the discrimination and affirmative action provisions of N.J.S.A. 10:2.1 through 10:2.4 and 10:5-1 *et seq.*, dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereto, as the same may be amended or modified are hereby made a part of this MOU and binding upon Parties.
- b. Under this MOU, both Rutgers and Ramapo shall continue to be autonomous and shall be governed by their respective governing bodies and administrations except insofar as this MOU specifically states to the contrary.
- c. It is understood and agreed that the Parties to this MOU may revise or modify this MOU by written amendment when both Parties agree to such amendment.
- d. The Parties agree that all Federal and State laws against discrimination, and all regulations promulgated thereunder, shall be applicable to all activities under this MOU.
- e. It is the intent and understanding of the Parties to this MOU that such and every provision by law required to be inserted in this MOU shall be and is deemed inserted herein. Furthermore, it is hereby, and if through a mistake or otherwise, and such provision is not inserted or is not inserted in correct form, then this MOU shall forthwith upon the application of either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party.
- f. If any provision of this MOU is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.
- g. Except as otherwise provided in this MOU, the Parties hereto may not assign their rights, duties or obligations under this MOU, either in whole or in part, without receiving the prior written consent of the other Party. Any assignment made without consent of the other Party shall be void and the non-assigning Party shall not recognize any such assignment.
- h. The failure of either Party to enforce a breach of any provision of this MOU or to insist on strict performance of any provision of this MOU shall not be construed as a waiver of the breach for the remaining period of this MOU.

8. TERM

- a. The term of this MOU shall begin on the date first written above and expire in one year. This MOU shall thereafter be automatically renewed for successive one year periods, unless one Party hereto shall notify the other Party in writing not less than six months prior to the date of the termination of this MOU that it wishes to terminate this MOU. Such written notice shall be sent via overnight delivery with a company with a reliable system for tracking delivery, to the respective administrator listed below with a copy to the Dean.

TO RUTGERS:

Barbara A. Lee, Ph.D., J.D.
Senior Vice President for Academic Affairs
Rutgers, The State University of New Jersey
7 College Avenue
Winants Hall, 2nd Floor
New Brunswick, NJ 08901

With a Copy to:

Gwendolyn M. Mahon, Ph.D.
Dean
Rutgers School of Health Professions
65 Bergen Street, Room 120
Newark, New Jersey 07107-3001

TO RAMAPO COLLEGE:

Office of the Provost
Ramapo College
505 Ramapo Valley Road
Mahwah, NJ 07430

With a Copy to:

Dean
School of Theoretical and Applied Sciences
Ramapo College of New Jersey
Ramapo Valley Road
Mahwah, NJ 07430

- b. In the event this MOU is terminated by one or both Parties it is expressly agreed that the Joint Program will continue in operation pursuant to this MOU until all matriculated students have had an appropriate length of time to complete their studies and earn the Joint Program degree.

9. CHOICE OF LAW & VENUE

This MOU shall be governed and construed and the rights and obligations of the Parties herein shall be determined in accordance with the laws of the State of New Jersey without resort to its conflicts of laws principles.

10. WARRANTIES

- a. The Parties do hereby warrant and represent that this MOU has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated as they relate to the procurement or performance of this MOU by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.
- b. Each Party does hereby warrant and represent that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

11. COUNTERPARTS

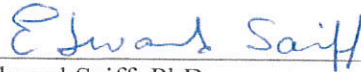
This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

12. SIGNATURES

Ramapo College of New Jersey

Recommended by:



Edward Saiff, PhD
Dean

Date: 8-7-18

Rutgers, The State University of New Jersey

Recommended by:



Gwendolyn M. Mahon, PhD
Dean

Date: 8/9/18

And
DocuSigned by:



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Brian L. Strom, M.D., M.P.H.
Chancellor, Rutgers Biomedical and Health Sciences

Date: 8/9/2018 | 16:27:34 EDT

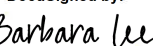
Approved by:



Dr. Stefan Becker
Provost

Date: 8-7-18

Approved by:

DocuSigned by:


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Barbara A. Lee, Ph.D., J.D.
Senior Vice President for Academic Affairs.

Date: 8/9/2018 | 16:37:11 EDT