

**AGREEMENT**

**BETWEEN**

**MUHLENBERG REGIONAL MEDICAL CENTER**

**AND**

**UNION COUNTY COLLEGE**

THIS AGREEMENT, made this 5<sup>th</sup> day of April, 2004  
between Union County College, hereinafter called the College, and Muhlenberg Regional  
Medical Center, hereinafter called the Medical Center, witnesseth:

WHEREAS, Union County College is a two-year community college authorized by the State to award the Associate in Arts, Associate in Science and Associate in Applied Science degrees, is accredited by the Commissioner on the Middle States Association of Colleges and Secondary Schools, and

WHEREAS, it is the goal of the College and the Medical Center to provide an educational program in radiography that offers the opportunity for students to earn an Associate in Science degree conferred by the College and a diploma\* in radiography conferred by the School, and to do this by combining the best elements of an Associate Degree program, by placing responsibility for teaching radiography subjects and for providing clinical experience upon the Medical Center's School of Radiography, by placing responsibility for other courses upon the College, by arranging for the award by the College of academic credit toward the Associate in Science degree for radiography courses and for clinical experience obtained in the School, provided these are determined by the Faculty of the College to be at college level, and for the recognition by the Medical Center of courses provided by the College toward its diploma and toward graduation from the School, and

WHEREAS, it is further a goal of the College and the Medical Center to operate this educational program in radiography in such a way that the accreditation of the College by the Commission on Higher Education of the Middle States Association of Colleges and Secondary Schools and the accreditation of the Medical Center's School of Radiography by the Joint Review Committee on Education in Radiologic Technology and the New Jersey Radiologic Technology Board of Examiners, will be maintained, and

WHEREAS, it is an additional goal of the College and the Medical Center to operate this program as a mutual cooperative effort of two viable, independent institutions working together to provide an educational program of the highest quality,

NOW, THEREFORE, the college and the Medical Center mutually covenant and agree as follows:

1. The College, subject to the approval of the Executive Director and authorization by the New Jersey Commission on Higher Education, and the Medical Center through its School of Radiography, subject to the approval of the Joint Review Committee on

Education in Radiologic Technology and the New Jersey Radiologic Technology Board of Examiners, will jointly and cooperatively conduct and operate an educational program in radiography, leading to an Associate in Science degree conferred by the College, to a Diploma in Radiography conferred by the Medical Center, and the eligibility to sit for the American Registry of Radiologic Technologists, American Registry of Radiologic Technologists and the New Jersey State Licensure exam.

2. The College and the Medical Center agree to place responsibility for teaching radiography subjects and for providing clinical experience upon the School, and the responsibility for teaching all other courses, except those specifically relinquished by the College, upon the College.
3. Members of the faculty of the School may be appointed members of the clinical faculty of the College, provided that the appointment has been made by the Medical Center with the concurrence of the College. Members of the College faculty involved in the program may be appointed honorary members of the faculty of the School at the discretion of the School.
4. The Schools shall file description and syllabi of courses with the faculty of the College for review and approval for credit toward the Associate in Science degree, and the School agrees that the material actually covered in courses that have been approved by the College shall be substantially that which is set forth in those syllabi. The College shall likewise file with the School descriptions and syllabi of all of its courses that are regularly included in the radiography program. And the College agrees that the material actually covered in courses that have been approved by the School shall be substantially that which is set forth in these syllabi.
5. The College agrees to award to students enrolled in this program academic credit toward the Associate in Science degree for the courses taught by the School and approved by the College for credit toward the Diploma in Radiography.
6. The degree of Associate in Science shall be conferred by the College upon each student satisfactorily completing the program, provided that the student is recommended for the degree by the Faculty of the College, with the concurrence of the Faculty of the School. Award of the Diploma in Radiography shall be exclusively under the jurisdiction of the Medical Center.
7. The program, unless and until modified in accordance with the article 8 below, shall consist of introductory and specialized courses in radiography aggregating thirty-eight (38) credit hours, and in general education aggregating thirty-six (36) credit hours. The courses in radiography shall be taught by the School at the Medical Center. Other courses shall be taught by the College at any of its campuses or, with the consent of the Medical Center, at the Medical Center if this is deemed necessary or desirable.

UNION COUNTY COLLEGE  
VICE PRESIDENT FOR  
FINANCIAL AFFAIRS & TREASURER

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Alterations in or modifications of the radiography program leading to the College degree and to the School diploma may be made from time to time, provided that both the Faculty of the College and the Faculty of the School agree.

There shall be a Joint Student Service Committee to consist of the Vice President of Academic Affairs, the Dean and Associate Dean of the Schools of Nursing, Medical Imaging and Therapeutic Sciences, Recruitment Directors, Registrar, Academic Directors and Financial Aid Directors. To this committee shall be referred for consideration and advice questions of a management, academic or educational character that may arise concerning this program. The Joint Committee shall meet at least three times a year and shall report its deliberations and recommendations, if any, to the President of the College and the President of the Medical Center.

- 10. Students in the radiography program will be admitted on a matriculated basis to the School and the College by a Joint Committee on Admission. Either the College or the School may initiate action concerning withdrawal, dismissal, or readmission but final action shall be taken only after consultation with the other party.
- 11. Tuition and fees to be charged to students in the program shall be set by the Board of Directors of the Medical Center; while subject to any applicable Rules and Regulations of the New Jersey Commission on Higher Education relating to county colleges or county-assisted colleges. In recognition of services rendered, the Medical Center agrees to pay to the College tuition and fees for all students in all courses offered by the College. Payments shall be made to the Medical Center and the funds collected shall be exclusively under the control of the Board of Directors of the Medical Center. Tuition and fee schedules will reflect current College tuition and fee rates.

At the conclusion of the fall, spring and summer sessions, tuition and fee charges will be reconciled between Union County College and Muhlenberg Regional Medical Center School of Radiography in the following manner: Union County College will receive 80% of tuition costs for courses taken at the College; 50% of general fees; course fees for courses taken at Union County College; an application fee for all newly enrolled students and 50% of course change fees.

Full chargeback tuition credit for out-of-county students for all academic terms will be applied either to Union County College or Muhlenberg Regional Medical Center, depending on the school the student is currently attending. Chargeback credit for students attending clinical radiography courses only will be forwarded directly to Muhlenberg Regional Medical Center School of Radiography.

- 12. The Medical Center and the College agree that, in publication of catalogues describing this program, neither party will use the name of the other party without prior consent.
- 13. This Agreement may be amended or terminated by mutual consent of both parties at any time, or terminated by either party upon three years' notice in writing and shall be terminated forthwith if at any time any recognized accrediting agency having

cognizance in whole or in part of the program covered by this Agreement shall withdraw its approval, or if the Executive Director of the New Jersey Commission on Higher Education shall withdraw his approval.

In witness whereof we have affixed our hands and seal on the date above

**Muhlenberg Regional Medical Center**

By: *Karyn Fleming*  
Vice President and Chief Operating Officer

By: *Judith Matthews*  
Dean, Schools of Nursing, Medical Imaging and  
Therapeutic Sciences

**Union County College**

By: *Dr. Thomas H. Brown*  
President


By: *Edna H. Hatfield*  
Secretary

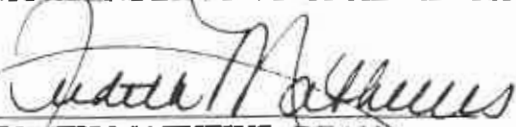
**ADDENDUM TO CONTRACT BETWEEN**  
**MUHLENBERG REGIONAL MEDICAL CENTER SCHOOLS OF NURSING,**  
**MEDICAL IMAGING AND THERAPEUTIC SCIENCES**  
**AND**  
**UNION COUNTY COLLEGE**

Union County College shall indemnify and hold harmless Muhlenberg Regional Medical Center from and against any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorney fees arising from or relating to damages or injuries to persons or property of whatever kind or nature arising out of or directly or indirectly relating to the acts or omission of Union County College, its students, faculty, officers, directors, employees, agents and/or contractors in connection with this agreement.

Muhlenberg Regional Medical Center shall indemnify and hold harmless Union County College from and against any all claims, losses, damages, liabilities, costs and expenses, including reasonable attorney fees arising form or relating to damages or injuries to persons or property of whatever kind or nature arising out of or directly or indirectly relating to the acts or omission of Muhlenberg Regional Medical Center, its students, faculty, officers, directors, employees, agents and/or contractors in connection with this agreement.

  
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NANCY FIAMINGO, V.P. AND C.O.O.  
MUHLENBERG REGIONAL MEDICAL CENTER

  
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THOMAS H. BROWN, PRESIDENT  
UNION COUNTY COLLEGE

  
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JUDITH MATHEWS, DEAN  
SCHOOLS OF NURSING, MEDICAL IMAGING  
AND THERAPEUTIC SCIENCES

**Resolution 36**

**WHEREAS,** Union County College and Muhlenberg Regional Medical Center, Plainfield, NJ, have entered into an agreement to continue operating jointly and collaboratively a Cooperative Program in Professional Nursing, Medical Imaging and Therapeutic Sciences (Agreement attached), and

**WHEREAS,** it is in the best interests of both institutions and the students they serve that this cooperative program be continued, and

**WHEREAS,** since this agreement was entered into, there has been an increase in the number of Muhlenberg Regional Medical Center Schools of Nursing, Medical Imaging and Therapeutic Sciences students taking courses at Union County College during the summer,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Union County College approves and amendment to the attached agreement, by the insertion of the following language after the second paragraph of Section/Paragraph #11 as follows:

“Tuition and fees to be charged to students at Muhlenberg Regional Medical Center Schools of Nursing, Medical Imaging and Therapeutic Sciences and taking courses offered at Union County College during summer semesters will be reconciled in accordance with the fall and spring semester procedure beginning with the summer courses of 2001.

Muhlenberg Regional Medical Center Schools of Nursing, Medical Imaging and Therapeutic Sciences will retain all of the general fees for the Clinical Courses taken at the Schools of Nursing, Medical Imaging and Therapeutic Sciences.”

**BE IT FURTHER RESOLVED** that College officials be authorized to sign this amendment to the agreement with Muhlenberg Regional Medical Center.