

# **STATEWIDE REVERSE TRANSFER AGREEMENT**

## **I. PURPOSE**

The purpose of this Reverse Transfer Agreement (“Agreement”), made on \_\_\_\_\_(date) between New Jersey’s four-year Institutions (“Four-Year Institution”) and New Jersey’s community colleges (“Community College”) is to create an opportunity for students enrolled at a Four-Year Institution who have transferred credit from a Community College to earn an Associate degree from their former Community College.

This Agreement allows students who meet the specific criteria described below to transfer credits earned at a Four-Year Institution back to a Community College in order to satisfy the requirements for the Associate degree, as determined by the Community College.

## **II. ELIGIBILITY REQUIREMENTS**

In order to participate in the reverse transfer process:

- A. Students must have met the residency requirement and designated minimum grade point average at the Community College prior to enrollment at the Four-Year Institution.
- B. Students must have applied and been admitted to the Four-Year Institution.
- C. Following enrollment at the Four-Year Institution, students must have earned a cumulative total of 66 semester hours between the Community College and the Four-Year Institution.
- D. Students must be current with financial obligations to both the Four-Year Institution and the Community College.
- E. Students must have met all of the graduation requirements of the Community College.

## **III. REVERSE TRANSFER PROCESS**

- A. Each Four-Year Institution will annually provide notification to currently enrolled students about the opportunity to obtain an associate degree under this Agreement through, at a minimum, publication of said notification in the institution’s catalog, student handbook, and website. Said notification shall include the eligibility requirements as stated in Section II, above, and the procedures by which a student

may initiate the reverse transfer process through a request to the Four-Year Institution to transmit the student's transcripts or academic data files to the Community College requested by the student. Upon receipt of such a request, each Four-Year Institution will determine whether the student meets the eligibility requirements in II.B, above, and II.D, above, inasmuch as II.D applies to financial obligations to the Four Year Institution. If the student is determined to have met those requirements, the Four-Year Institution will transmit the students' transcripts or academic data files to the Community College requested by the student along with a notation that the student has indicated that they intend to seek a reverse transfer.

- B. The Community College will conduct an audit in a timely fashion to determine whether the student meets the criteria in II.A, above, as well as II.D, inasmuch as II.D applies to financial obligations to the Community College and whether the associate degree requirements have been satisfied. (Note: The Community College will determine, using its sole discretion and according to its established policies, the acceptance of transfer credits.)
- C. If necessary, the Community College will inform potentially eligible students of any additional procedures or requirements that must be completed in order for them to be awarded an Associate degree.
- D. Upon either the successful completion of the audit described in III.D. above and, if applicable, the successful completion of any additional procedures or requirements, the Community College will grant the students an Associate degree for the semester in which the audit was successfully completed and, if applicable, all additional procedures or requirements are satisfied.
- E. The Community College will inform students who are not eligible to be awarded a degree what course(s) and/or other requirement(s) remain to be completed.

#### **IV. INSTITUTIONAL OBLIGATIONS**

- A. Each Community College and Four-Year Institution will designate an institutional staff person to provide oversight of the Reverse Transfer program.
- B. Each Community College and Four-Year Institution will make all reasonable efforts to ensure all the pertinent institutional personnel and offices (e.g., Admissions, Advising, Records, Registrar offices and faculty) are aware of the Agreement and of their responsibilities to facilitate it.
- C. Each Community College shall take reasonable steps to inform current students about the opportunity to obtain an Associate degree through this Agreement.

- D. Each Community College shall have a procedure through which a student seeking a reverse transfer can appeal a decision that the student believes is not consistent with this Agreement. The procedure shall be published in the institution's catalog, student handbook, and website. A student who wishes to appeal a decision must file that appeal with the Community College through that procedure. Such appeal must be submitted by the student within 30 days of receiving the decision in question. The Community College will provide a decision to the student within 60 days of receipt of the appeal. The decision of the Community College is final.
- E. Each Community College shall provide that college's specific standards under II.A., above, to the New Jersey Presidents' Council for publication on the NJ Transfer website. Each Community College shall also be responsible for providing updates to those standards to the New Jersey Presidents' Council in the event that those standards are changed.

## **V. DATA COLLECTION AND EVALUATION**

- A. In accordance with FERPA policies, the Community Colleges will create policies and procedures to share the number of degrees awarded and other outcomes and data with their partner Four-Year Institutions on an annual basis; and the Four-Year Institutions and Community Colleges will submit any annual reports that might be required by the NJ Presidents' Council and/or the Secretary of Higher Education.
- B. The NJ Presidents' Council and the Secretary of Higher Education will create policies and procedures to review the effectiveness and success of the Agreement on an annual basis; and adjust the terms of the Agreement as needed.

## **VI. INSTITUTIONAL RIGHTS**

Each Party reserves the right to add, discontinue or modify its institutional policies at any time.

## **VII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New Jersey, and all Parties hereby consent to the jurisdiction of the state courts of the State of New Jersey.

**VIII. SEVERABILITY**

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**IX. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties hereto and supersedes any and all Reverse Transfer Agreement(s) already in place between the individual New Jersey Four-Year Institutions and Community Colleges. This Agreement may be altered or modified only in writing signed by the Parties hereto.

**X. COUNTERPART**

This Agreement is made in duplicate, each of which shall be an original and held by each of the Parties hereto, but all counterparts shall together constitute one and the same instrument.

**XI. TERM**

This Agreement will become effective upon the execution of signatures of the presidents of the respective Parties and will commence \_\_\_\_\_.