

Memorandum of Understanding

This Memorandum of Understanding ("MOU") between the Arizona Board of Regents (ABOR) for and on behalf of Arizona State University ("ASU") and Henry Ford College (hereafter "HFC"). The purpose of this MOU is to document the parties' agreement regarding their collaboration in facilitating a pathway for HFC's students' transfer to ASU. The benefits of this MOU for HFC's students include:

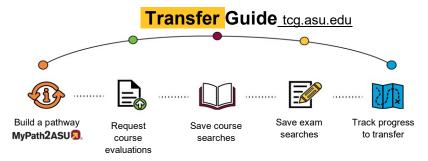
- Guaranteed general admission to ASU and admission into major of choice if all requirements are satisfied* Some majors have additional or higher admission requirements. 1 2
- ✓ Recommended transfer pathways to 400+ undergraduate majors.
- ✓ MyPath2ASU™ assists in selecting classes to minimize loss of credit.
- ✓ Direct access to transfer tools
- ✓ Access to ASU's transfer specialists

Universal Articulation Description

ASU is a comprehensive **public research university**, measured not by whom it excludes, but by **whom it includes** and how they **succeed**; advancing **research and discovery** of public value; and assuming **fundamental responsibility** for the economic, social, cultural and overall health of the **communities** it serves.

Universal Articulation at Arizona State University gives students attending partnering community colleges access to ASU's transfer tools, in order to help create a seamless transition to ASU and enable students to successfully complete their bachelor's degree.

The Universal Articulation tools assist in determining how a student's previously earned college credits will transfer into ASU majors. Students, along with the staff who support them, will have access to the Transfer Guide, ASU's transfer planning tool. This guide allows students to build MyPath2ASU™ which maps a transfer pathway to their desired ASU major from any domestic institution. By signing an agreement, students will track their progress and earn guaranteed admission to ASU and into a pathway major if all requirements are satisfied.¹ Some majors have additional requirements.



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Academic

MyPath2ASU™ pathway programs include a minimum of 24 credit hours, students with fewer than 24 credit transfer credit hours will need to meet the appropriate <u>admission</u> requirements.

¹ General university admission is guaranteed upon successful completion of the following conditions: 1) Completion of an associate degree from a regionally accredited higher education institution with a minimum 2.00 cumulative GPA (Arizona residents) or 2.50 cumulative GPA (nonresidents) or 2) completion of 24 or more transferable semester credits post-high school with a minimum cumulative transfer GPA of 2.50 (4.00="A") and verification of high school graduation or the equivalent. *NOTE: Some ASU colleges and schools have additional or higher requirements for admission into their majors.*

² Students will also need to submit an Arizona State University admission application, including an application fee and other required documents, such as official college/university transcripts.

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Universal Articulation Principles

The following guiding principles, which are based upon research and best practices, will guide the parties in their implementation of this MOU.

- Academic preparation is the single most important determinant of student success.
- Transfer students are encouraged to earn an associate's prior to transfer.
- HFC will work to ensure students are prepared to meet ASU admission requirements and complete appropriate lower division coursework based on the transfer pathway for the ASU major to which they intend to transfer.
- ASU will provide recommended pathways based on ASU major requirements and ASU determined course equivalencies.
- Recommended courses minimize loss of credit while preparing students for their desired major.
- ASU will provide HFC aggregate enrollment data.
- Marketing and Communication: At their individual and sole reasonable discretion, ASU and HFC agree to identify their collaborative relationship on applicable websites subject to the terms of this MOU. Each party reserves the right to review in advance any marketing information or press releases that will be disseminated to students or the public about this collaborative relationship. Neither party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other party ("Marks") for any reason, including online, advertising, promotional purposes, or any form of publicity, without the prior written permission of the party that owns the Marks in each instance. Use of any party's Marks must comply with the owning party's requirements, including using the ® indication of a registered trademark where applicable.
- **Resolution of Issues**: Faculty and staff of ASU and HFC will communicate with the respective key contacts set forth below regarding all matters pertinent to this collaborative relationship.
- This MOU does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This MOU does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein.
- Neither party shall have any right, power, or authority under this MOU to act as a legal representative of the other party, and neither party shall have any power or authority to obligate or bind the other or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- This MOU is subject to all policies of the Arizona Board of Regents, as the same may be amended from time to time.
- Each party acknowledges that the relationship of the parties hereunder is non-exclusive.
- Either party may terminate this MOU upon 90 days advance written notice to the other party. In the event this MOU should be terminated, all students currently enrolled in the Program shall be allowed to complete the Program as described.

75 Credit hour degree options for Universal Partners

- The following degrees and associated sub plans accept up to 75 credit hours of community college coursework upon successful completion of an Associate Degree from partnering community colleges: Interdisciplinary Studies, BA, Liberal Studies, BA and Organizational Leadership, BA.
- RN to BSN Options: students admitted to the BSN program online can pursue RN to BSN or Concurrent Enrollment Program. Up to 75 transfer credits from a regionally accredited associate degree nursing program may be accepted and applied to the online BSN program.

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Opportunities for future collaboration Maroon and Gold Partnership levels include:

- Transfer pathways based on ASU major requirements and approved by the partner institution.
- Student progress towards major requirements are tracked automatically via ASU tools.
- Shared data agreement including sign-up, enrollment, and two—way electronic transfer of transcript data (reverse transfer).

Miscellaneous Provisions:

- **FERPA.** To the extent permitted by applicable law, including the Family Educational Rights and Privacy Act ("<u>FERPA</u>"), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq., HFC and ASU respectively designate the other as a school official and will share data on student achievement to assess program effectiveness.
- **Term.** This MOU will commence on the date of the last signature below and continue for a period of five (5) years, unless terminated earlier. The parties agree to review this MOU on an annual basis and make any adjustments or amendments as deemed necessary to maintain the integrity of each institution.
- **Curriculum Changes.** Both parties agree to communicate annually any curriculum changes or policies that affect this MOU. Both parties reserve the right to amend or revise by mutual consent and in writing this MOU or to change curriculum, whenever feasible.
- **Financial Aid.** Federal regulations stipulate that students may not receive federal aid concurrently from more than one school. If a student attends both HFC and ASU in a single semester, financial aid may be granted from only one institution where the student is enrolled as a degree-seeking student, the "home" institution. Students who wish to have their combined enrollment between the two institutions for federal financial aid consideration must work with the "home" institution to activate a separate written consortium agreement to allocate and distribute financial aid.
- **Invalid Parts.** If any provision of this MOU is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this MOU shall be construed and enforced as if such invalid provisions never had been inserted in this MOU.
- **Discrimination.** The parties agree that they will not discriminate against any student or participant because of race, color, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law in the performance of programs and services under this MOU, consistent with federal and state laws and with the non-discrimination policies of each party.

The parties agree that they will provide appropriate accommodations and services for all individuals with disabilities who are protected by the Americans with Disabilities Act and make sure their programs are also accessible and comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and in particular, the provision that illegal discrimination by either party may be considered a material breach of this MOU.

- Indemnification. Statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, actions, causes of action, costs, expenses and losses (including attorneys' fees) resulting from or caused by the actions or omissions of the parties or their employees pursuant to this MOU.
- **Force Majeure Event**. Neither HFC nor ASU shall be liable for failure to perform its respective obligations under this MOU when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related

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closings, pandemic or epidemic, or like causes beyond the reasonable control of the Party ("<u>Force Majeure Event</u>"). In the event that either party ceases to perform its obligations under this MOU due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this MOU as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this MOU, the other party may terminate this MOU immediately upon written notice.

- **Counterparts**. This MOU may be executed in counterparts which, when combined, shall constitute the entire agreement.
- **Entire Agreement.** This MOU embodies the entire agreement of the parties and supersedes all other verbal and/or written agreements, warranties, representations, or understandings entered into by the parties and may only be modified by a written amendment executed by authorized signatories of both parties.

Academic Alliances Universal Articulation Agreement, Vice Provost of Academic Alliances Cheryl Hyman. Please see specific contact information listed below. Any Notices provided under this MOU will be given to the Key Contacts below via Certified Mail, Return Receipt Requested. The parties may otherwise communicate by email. In the event of closure of either institution, the parties may give notice by email.

Collaborating Community College Key Contacts

Amber Covington Sr. Director Collaboration & Partnership Integration Collaboration ← MyPath2ASUPartnerships@asu.edu	Cristina Bailey Director of Academic Services 313-845-9785 acbailey1@hfcc.edu
	Brandon Nowak Articulation Agreement Manager 313-845-6370 <u>bnowak1@hfcc.edu</u>

Universal Articulation Agreement MOU Assistance University

Signatures

Michael Nealon, PhD

Date: March 29, 2021

Vice President of Academic Affairs

To be agreed upon by college Chancellor, President or appointed designee. The signatories below warrant they are authorized to enter into this Agreement on behalf of their respective party.

Henry Ford College	The Arizona Board of Regents for and on behalf of Arizona State University
By: Kurell A. Kavallhus Russell Kavalhuna, JD President	By: Mark Searle Executive Vice President and University Provost
Date: March 29, 2021	Date: 3/16/2021



Universal Articulation Partnership Levels Arizona State University

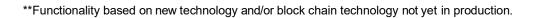


Stude	ent Benefits	Universal Partner	Maroon Partner (engaged)	Gold Partner (highly engaged)
Guaranteed general admission to ASU and admission into major of choice if all requirements are satisfied* Some majors have additional or higher admission requirements		Q	Q	Q
Eligible to sign up for MyPath2ASU .		Q	Q	Q
Access to all ASU transfer to	ols	Q	Q	Q
MyPath2ASU [™] recommendations displays courses based on	Existing course evaluations that meet preferred ASU major requirements	Q	Q	Q
	Validated courses from partner institution Associate degrees that also meet ASU major requirements**		Q	Q
Tracking progress towards transfer	Student can self report progress	Q	Q	Q
	Student progress tracked automatically			Q
Eligible to transfer up to 75 credit hours into select ASU majors with completion of an Associate degree from partner institution.		Q	Q	Q
Partn	er Benefits	Universal Partner	Maroon Partner (engaged)	Gold Partner (highly engaged)
MyPath2ASU [™] recommendations displays courses based on partner institution Associate degrees that also meet ASU major requirements**			Q	Q
Students eligible for select ASU majors that allow for up to 75 credit hours of two year coursework with completion of an Associate degree		Q	Q	
Data sharing	ASU to share sign up and enrollment data	Q	Q	Q
	Two way electronic transfer of transcript data (reverse transfer through ASU Trusted Learner Network)**			Q

A signed Universal Articulation MOU is required for all participating community college partners.

NOTE: Some ASU colleges and schools have additional or higher requirements for admission into their majors. Students will also need to submit an Arizona State University admission application, including an application fee and other required documents, such as official college/university transcripts. MyPath2ASU™ pathway programs include a minimum of 24 credit hours, students with fewer than 24 credit transfer credit hours will need to meet the appropriate admission requirements.

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Updated 6/26/2020