MEMORANDUM OF UNDERSTANDING between PRINCE GEORGE'S COMMUNITY COLLEGE and ARIZONA STATE UNIVERSITY

Introduction

This Memorandum of Understanding ("<u>MOU</u>") is between Prince George's Community College, a public community college located at 301 Largo Rd, Largo, MD 20774 ("<u>PGCC</u>"), and the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("<u>ASU</u>"). PGCC and ASU are herein individually referred to as a "Party" and collectively as the "Parties."

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 ASU 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 purpose of this MOU is to document the Parties' agreement regarding their collaboration in facilitating a pathway for PGCC's students to transfer to ASU.

Benefits to PGCC from ASU include:

- General admission to ASU and admission into major of choice if all requirements are satisfied* Some majors have additional or higher admission requirements.
- 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 Principles

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

- Transfer students are encouraged to earn an Associate's Degree prior to transfer.
- PGCC will advertise the opportunity for its students to meet with ASU; provided however, PGCC will not make direct referrals to ASU and PGCC students will be expected to initiate engagement independently. PGCC does not guarantee a minimum number of PGCC students participating.
- PGCC 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.
- Faculty and staff of ASU and PGCC will communicate with the respective key contacts set forth below regarding all matters pertinent to this collaborative relationship.
- Each Party acknowledges that the relationship of the parties is non-exclusive.

* General university admission is guaranteed upon successful completion of the following conditions:

- 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. 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 requirements

75 Credit Hour Degree Options

The following degrees and associated sub plans accept up to 75 credit hours of community college coursework upon successful completion of an Associate's 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.

Term of the MOU

The term of this MOU shall commence on the date of the final signature below and will continue for a period of five (5) years unless terminated earlier as provided herein. The term of this MOU may be extended only by means of a written amendment signed by the Parties.

Either Party may terminate this MOU upon ninety (90) days advance written notice to the other Party.

Independent Contractor Status

The Parties acknowledge that they are independent contractors, and neither is the other's agent, employer, or servant. This MOU shall not be construed as establishing a partnership, joint venture, or similar relationship between the Parties. Neither Party shall have any authority to act for or bind the other Party in any way or to represent that it has such authority. Under no circumstances will any employees of one Party be deemed the employees of the other Party for any purpose. Each Party acknowledges that it is solely and completely responsible for its own employees with regard to federal, state or local tax withholding and other tax obligations, workers' compensation, social security, unemployment insurance and occupational safety and health administration requirements and other federal, state and local laws.

Points-of-Contact

The PGCC and ASU employee(s) listed below will be the contact points for matters related to this MOU.

Amber Covington Sr. Director Collaboration & Partnership Integration	MyPath2ASUPartnerships@asu.edu	602-496-1179
Dr. Emmitt Wyche Manager of Articulation & Policy	wycheex@pgcc.edu	301-546-5619

Responsibilities of Parties

During the term of this MOU, each Party retains the ultimate authority over all admission and subsequent academic decisions respective to its institution.

Non-discrimination

ASU and PGCC agree to make no distinction among the participants, students, or employees whom the MOU covers based on age, sex, sexual orientation, gender identity, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran, or any other classification prohibited under applicable law.

Compliance with Applicable Law

In the performance of their respective duties and obligations under this MOU, the Parties will at all times

comply with all applicable laws, statutes, rules, regulations, standards and orders, and will act professionally and in good faith.

Notices

All notices under this MOU must be in writing and sent by electronic mail to the Points of Contact for PGCC and ASU.

Compensation

No monetary consideration shall be paid to either Party; it is acknowledged that this MOU is mutually beneficial. The Parties shall cooperate in performing their obligations under this MOU in a manner that will tend to maximize the mutual benefits provided to ASU and PGCC.

Student Records/Information

Notwithstanding any other provision of this MOU, all information relating to student educational records shall be handled in accordance with applicable law, including the Maryland Public Information Act and the Family Educational Rights and Privacy Act (FERPA). For clarification, PGCC is not obligated to directly provide ASU with any personally identifiable information (PII) from any FERPA-protected educational records regarding PGCC students. PGCC students who seek to transfer to ASU will provide any requested information directly to ASU. Where permitted under FERPA, PGCC may elect to give ASU directory information related to graduating students to assist ASU recruitment efforts. PGCC understands that when a student signs up for a MyPath2ASU they also sign a FERPA agreement for ASU to share information back to PGCC.

Use of Name, Marks, Logos, Etc.

ASU and PGCC 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.

Assignment

This MOU shall not be assigned or transferred by either Party.

Entire Agreement; Amendment

This MOU represents the Parties' understanding of the subject matter hereto and supersedes all prior MOUs, agreements, and contracts. This MOU may be amended or modified only upon prior written Agreement of the Parties.

Authority

The individuals executing this MOU represent and warrant that they are duly authorized and empowered to do so.

In Witness of which the Parties Have Signed This MOU as of the Date Written Below to be agreed upon by college Chancellor, President or appointed designee:

— DocuSigned by:
Clayton a Railey
Clayton A. Railey, III, Ph.D. Executive Vice President and Provost for Teaching, Learning, and Student Success
Prince George's Community College
Date:
——DocuSigned by:
Nancy Gonzales
Nancy Gonzales
Executive Vice President and University Provost
The Arizona Board of Regents for and on behalf of Arizona State University
The Ameerican Section of Ameerican Strain of Ameerican State Strain of Ameerican
Date: