

College Alliance Memorandum of Understanding

This College Alliance Memorandum of Understanding ("MOU") is between University of Phoenix, Inc. ("University") with its principal place of business at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 and San Jacinto College District ("SJCD") located at 4624 Fairmont Parkway #106, Pasadena, Texas 77504-3323.

University of Phoenix For-Credit Transfer Contributions to SJC Students:

1. The University will provide a ten percent (10%) tuition reduction and a one hundred percent (100%) Prior Learning Assessment (PLA) reduction to new students entering into a bachelor level degree program at the University who obtain an associate's degree from SJCD after the effective date of this MOU. After the effective date of this MOU and after the date the student has been confirmed as having an associate's degree from SJCD, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's admission policies.
2. Students with a previously-completed, regionally-accredited Associate of Arts degree from SJCD who transfer into an undergraduate bachelor degree program at the University of Phoenix will be considered to have satisfied their lower division elective and general education requirements, thus making the student "Required Course of Study Ready" at University of Phoenix. Students utilizing this policy will still need to meet all pre-requisite or state-specific content requirements in effect at the time of their admission to the University of Phoenix, as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education including: Bachelor of Science in Nursing (BSN), Licensed Practical Nurse to Bachelor of Science in Nursing (LPN-BSN), Bachelor of Science in Liberal Studies (BSLS), Bachelor of Science in Education/Elementary Teacher Education (BSED/E), Bachelor of Science in Biology (BS/BIO), Bachelor of Arts in English (BA/ENG), Bachelor of Science in Environmental Science (BS/EVS), Bachelor of Science in History (BS/HIS), Bachelor of Science in Information Technology (BSIT). As set forth herein, individual articulation plans for University of Phoenix programs, including those listed herein, may be established in order to identify which requirements of specific University of Phoenix degree plans are satisfied by specific SJCD courses and credits.
3. Associate of Science and Associate of Applied Science degrees are evaluated on a program to program basis. The University of Phoenix shall provide a sample Transfer Pathway exemplifying how an associate's degree may transfer to a bachelor's degree offered at the University of Phoenix. The Transfer Pathway can be made available to students, faculty, and advisors as SJCD deems fit. The University of Phoenix will provide sample Transfer Pathways for additional associate degree programs upon request and when reasonable to do so at the University of Phoenix's sole discretion.
4. For academic-credit certificate program courses will be transferred to University of Phoenix without a fee.
5. Subject to FERPA and applicable laws and regulations, the University will inform SJCD as to which currently enrolled University students may be eligible for an Associate degree award at SJCD as a result of their enrollment with the University. In accordance with applicable laws and regulations, the timing of the report and the transfer of the information will be delivered in a format mutually agreed upon by SJCD and University. SJCD may conduct a degree audit of each eligible student and evaluate all coursework that may apply to the completion of the student's associate degree at SJCD. Students who meet all SJCD degree requirements are eligible to receive a SJCD degree at no additional cost to the student. SJCD will notify each student that he or she is eligible to receive an associate's degree and eligible to participate in SJCD's graduation ceremony. SJCD will be solely responsible for all communications, notifications, and advisements to the students set forth in the reports that are eligible for an Associate degree award. SJCD shall be solely responsible for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the SJCD; provided, however, that any use of the University's name, image or likeness shall require University's prior written consent. The University does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree are at the discretion of the receiving institution. It is the student's responsibility to confirm whether or not credits earned at the University will be accepted by SJCD or another institution of the student's choice.

University of Phoenix Non-Credit Workforce Development Contributions to SJC Students:

1. The University will provide a one hundred percent (100%) Prior Learning Assessment fee waiver for the assessment of community college non-credit training or certificate classes (that have not been transcribed as transferrable college level credit towards a certificate or degree program offered at SJCD) to SJCD students to pursue an undergraduate level degree Program at University. Coursework which is remedial or developmental in nature is not eligible for assessment, and the waiver of this fee is not a guarantee for a credit award through assessment of these materials. All students are subject to the University's prior learning assessment policies.
2. This MOU will cover training completed at SJCD or an affiliated skill or training center as listed on Addendum A, after the effective date of this MOU. If no affiliated skill or training centers are listed on Addendum A, then this provision shall only be effective for SJCD as listed above.

University of Phoenix Contributions to Increasing Awareness of Alliance:

1. University of Phoenix shall publish a Course Transfer Guide in PDF file which will include course-by-course transfer categories demonstrating where SJCD courses may apply towards lower division general education and elective-category courses in transfer to the University. Pursuant to and in support of this agreement, individual articulation plans may be established that specify which requirements of specific University of Phoenix degree plans are satisfied by specific SJCD courses and credits. University of Phoenix *shall* not place requirements on SJCD students transferring under this agreement that are not required of its native students.
2. The University will provide a link to a University website to assist with transfer.
3. The University will provide information to support SJCD's internal promotion of continuing education.

SJC Contributions to Increasing Awareness of Alliance:

1. SJCD will make its course catalogue available on an annual basis for University of Phoenix course transfer evaluations. SJCD agrees to permit the University to publish the Course Transfer Guide publicly on *phoenix.edu*.
2. Subject to SJCD's policies and discretion, SJCD will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.

General Terms and Conditions:

1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU upon thirty (30) days prior written notice. If either party believes that the MOU might violate any law or regulation, adversely affect its accreditation, or any license or exemption issued by a Federal or State educational board or commission, either party may terminate the MOU immediately upon written notice to the other party. In the event this agreement is terminated, SJCD and University of Phoenix will continue to provide support and services to students transferring under this agreement. Students who are currently enrolled at University of Phoenix prior to the date of termination will continue to receive the tuition reduction as more fully described herein under the terms of this Agreement for the program or course of study that the student is currently enrolled in, provided the student does not take a break in attendance for more than one year.
2. The parties acknowledge and agree that this Agreement terminates and supersedes the September 30, 2009 Articulation Agreement between the University and San Jacinto College District.
3. The University may use SJCD's name verbally for reference purposes only. SJCD grants the University the limited right to use SJCD's name and logo in writing for purposes of this MOU only.
4. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.
5. Each party agrees to abide by all applicable Federal and State Laws. This MOU shall be governed by and construed in accordance with the Laws of the State of Texas. Jurisdiction for any claim, dispute, or lawsuit shall be Harris County, Texas.
6. This MOU does not create any rights, title, or interest for any entity other than the University and SJCD.
7. Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and a grade of C or higher to transfer towards Required Course of Study requirements at the University.
8. This agreement is effective only as long as both SJCD and University maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. This agreement shall terminate immediately upon a change in accreditation status. University of Phoenix is accredited by The Higher Learning Commission and is a member of the North Central Association. University of Phoenix was placed on Notice by The Higher Learning Commission, effective June 27, 2013. For additional information, contact The Higher Learning Commission at ncahlc.org.
9. SJCD will update Addendum A and provide an updated electronic copy to the University within ten (10) business days of a new skill or training center being established or an existing skill or training center being discontinued.

10. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
11. This Agreement may not be amended or modified except by a written instrument executed by both parties. College and University agree to mutual notification of changes and additions to the curriculum and curriculum standards, so that articulation plans may be revised as necessary.
12. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.
13. Except as otherwise provided in this Agreement, neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment without such consent shall be void.
14. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this agreement. SJCD and University are separate and independent institutions of higher education and intend to remain so. The administrators of University and SJCD are authorized to prepare and implement plans of action and procedures necessary to effect this agreement.
15. All notices given pursuant to this Agreement shall be in writing and shall be validly given on (1) the date of delivery if delivered by email, facsimile transmission, registered or certified mail, or hand delivered, or (2) three (3) business days after being mailed via United States Postal Service addressed as follows:

San Jacinto Community College District
 Office of the Chancellor
 4624 Fairmont Parkway
 Pasadena, Texas 77504
 281-998-6100

University of Phoenix
 Office of the President
 4025 South Riverpoint Parkway
 Phoenix, Arizona 85040

SAN JACINTO COLLEGE

UNIVERSITY OF PHOENIX, INC.

Brenda Hellyer
 Signature

Brenda Hellyer, Ed.D
 Print Name

Chancellor
 Title

12-18-14
 Date

Meredith Curley
 Meredith Curley (Aug 1, 2016)
 Signature

Meredith Curley
 Printed Name

Provost
 Title

Aug 1, 2016
 Date

Blair Westblom
 Blair Westblom (Jul 29, 2016)

**ADDENDUM A
SAN JACINTO COLLEGE AFFILIATED SKILL OR TRAINING CENTERS**

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