Memorandum of Understanding
Between
State of Colorado, Department of Higher Education, by
and through the State Board for Community Colleges and
Occupational Education, for the use and benefit of the
Colorado Community College System
And
Carroll College, Helena, Montana

The Colorado Community College System: Arapahoe Community College, Colorado Northwestern Community College, Community College of Aurora, Community College of Denver, Front Range Community College, Lamar Community College, Morgan Community College, Northeastern Junior College, Otero Junior College, Pikes Peak Community College, Pueblo Community College, Red Rocks Community College, Trinidad State Junior College (“CCCS”) and Carroll College a Montana institution of higher education, hereby establish a Memorandum of Understanding (“MOU”) for the purpose of setting forth their mutual understanding and commitments in regards to the development of transfer paths, 2+2s and specialized degree programs for students attending Colorado Community Colleges. For good and valuable consideration, the sufficiency and existence of which is hereby acknowledged by the parties, the parties agree to the following terms:

I. The purpose of this MOU is to affiliate these two parties for the goal of creating the product or service. It is the current understanding and intent of the parties that this agreement will aggregate and facilitate a number of agreements which will allow Colorado Community College students to transfer seamlessly into degree programs that culminate in a 4-year bachelor’s degree.

II. In creating the product, each party agrees to assume the following respective duties and obligations:

A. Obligations of Carroll College
   i. Offer and maintain degree programs which allow students to easily transition beyond the Associate of Art (AA), Associate of Science (AS), culminating in a Bachelor of Science (BS), Bachelor of Art (BA)
   ii. Allow fair use of logos and trademarked material upon prior approval;
   iii. Develop marketing collateral materials that can be provided to all Colorado Community Colleges;
   iv. With the assistance of CCCS, maintain and support a database of students participating in the 2+2 programs created pursuant to this Agreement;
   v. Guarantee program requirements to current CCCS students and future Carroll College students as appropriate. Not all Carroll College program requirements can be guaranteed and therefore are not subject to this Agreement;
vi. List all agreements and degree programs with the CCCS on the university website under the appropriate page(s);

vii. Insure all web pages with the agreements are ADA compliant and meet Colorado Community College Standards;

viii. Review the agreements to insure consistency on an annual basis;

ix. Continuously explore additional degree programs that can fit within this agreement; and

x. Provide the greatest value and convenience to Colorado students.

B. Obligations of CCCS

i. Provide course numbers and titles for years one and two for each individual 2+2 agreement;

ii. Provide all pertinent information and requirements for each AA and AS that is part of this agreement;

iii. Provide opportunities to address academic advisors from each community college in a collective environment annually;

iv. Have available for distribution and display all marketing materials in appropriate office area;

v. Promote Carroll College coursework and degree programs to student seeking a 4-year degree

vi. Allow fair use of logos and trademarked material upon prior approval;

vii. Provide introductions between Carroll College representatives and prospective students where appropriate;

viii. Refer students to Carroll College who are interested in 4-year degrees in the areas that have 2+2 degree programs;

ix. Include all curriculum agreements on all appropriate websites and marketing materials; and

x. Include Carroll College in all transfer fairs or other such events where the partnerships would have relevance.

C. The parties agree that the affiliation between them created herein is solely for the purposes of creating the greatest value and opportunities for Colorado students. Employees of each individual party will remain employee of that party only without having any claim to compensation or other employment related benefits from the other party, and neither party shall have any liability whatsoever for the actions or omissions of any employee, agent, shareholder, representative, heir or assign of the other party.

D. The parties agree that the product or any other property created pursuant to the affiliation established in this MOU shall be jointly owned by the parties unless otherwise agreed in writing. Such joint ownership affords both parties equal rights to all incidences of ownership of the product, including but not limited to the right to: participate in any decisions regarding the creation, marketing, distribution or sale of the product; to share equally in the proceeds of the sale of the product; to create or authorize the creation of derivative works; and equal rights to any other tangible, intellectual or other property associated with the product.

E. In the event that the product is alleged to be in violation of any separate agreement of either party or infringes upon the intellectual rights of any third party, the parties shall
cease the creation of the product, or if the product is in existence at the time that the allegation is made, cease the marketing and/or sale of the product, unless or until the parties reasonably believe that neither party is in breach of any other contractual obligation nor are the intellectual property rights of any other third party being violated.

F. This agreement is effective on the date that it is fully executed by both parties, and will remain in full force and effect for one year. The MOU will automatically renew for successive one year terms unless either party gives written notice to the other 60 days in advance of the expiration of any term of its intent not to renew the MOU. Otherwise, either party may terminate the agreement upon 60 days’ notice to the other of a breach or default of this agreement, if the party in breach or default does not remedy the same within the 60-day period.

G. In the event of termination of this MOU, the terms contained herein regarding ownership of the product shall survive the termination.

H. Neither party shall individually or in cooperation with any third party create any product which, in the reasonable opinion of the persons familiar with this product, be similar to or potentially compete with the product to be created pursuant to this MOU. This prohibition begins on the date that this MOU is fully executed by both parties and ends three years following the date on which the product created pursuant to this MOU is completed.

I. In addition to and without limiting the provisions of paragraph 8 immediately above, neither party shall use any non-public information obtained from the other party to create any product which in the reasonable opinion of any person familiar with the product created pursuant to this MOU is similar to or has the potential to compete with this product. This prohibition exists whether the competing product is created after the expiration of the prohibition addressed in paragraph 8 immediately above.

J. This is the final agreement between the parties and no prior oral or written agreement between the parties shall have any force or effect.

K. This agreement may be modified only by a written agreement or amendment to this MOU signed by both parties.

L. If any term of this MOU shall be deemed by any court of competent jurisdiction to be invalid or unenforceable, the rest and remainder of this MOU shall continue in full force and effect.

M. This agreement shall be construed in accordance with Montana and Colorado law, and the exclusive jurisdiction for any litigation arising out of or relating to this MOU shall be with the Lewis and Clark County Court in Helena, Montana and the Arapahoe County District Court in Aurora, Colorado.

III. Transfer Admission Guarantee

Carroll College guarantees admission to students from the Colorado Community College System Colleges who meet the requirements below. This guarantee does not apply to the Carroll College nursing or education programs; Carroll will accept transfer applications from all students, but cannot guarantee admission into the nursing or education programs.
1. At the end of the chosen term students will have successfully completed the requirements to attain an Associate of Arts or Associate of Science degree from a Colorado Community College System College.

2. Other Requirements:
   i. Students must earn a minimum 2.5 cumulative GPA in courses required for their major.
   ii. Students must have completed Math 121- College Algebra — or a higher level math course with a minimum grade of “C” prior to enrolling at Carroll College.
   iii. If students have not earned an Associate Degree, or if they have not taken ENG 122 English Composition II GT 202 and obtained a grade of “C” or higher they will be required to complete Carroll College English 102 with a minimum grade of “C” in order to obtain a BA/BS from Carroll College.
   iv. No more than 2 semester credits of physical education will be considered for the transfer GPA
   v. No ESL coursework can be transferred to Carroll, nor will ESL coursework be factored into the transfer GPA
   vi. A maximum of 60 lower division transferable semester units (90 quarter credits) will be accepted for transfer.
   vii. Students may have additional general education requirements in theology and/or philosophy to fulfill at Carroll College.

Students must certify that the information which they provide to substantiate number (1) above includes any and all courses/units from all postsecondary institutions they have attended, regardless of the country in which the courses were taken.

Carroll College and the Colorado Community College System Colleges will work collaboratively to develop a Reverse Transfer agreement for students who did not complete their associate’s degree before transferring to Carroll College. This would allow Carroll College credits to be transferred back to the Colorado Community College System Colleges to assist in meeting the student’s associate degree requirements.

Students must certify that the information they provide to Carroll College is complete and accurate and that they do not hold and have not earned a four-year degree from any institution of higher learning.

Nina Lococo, VP of Enrollment and Financial Aid  
Carroll College  
Date:  

Dr. Nancy McCallin, President  
Colorado Community College System  
Date: 4/25/17