# DEVRY UNIVERSITY TRANSFER PLEDGE OWENS COMMUNITY COLLEGE AND DEVRY UNIVERSITY

This Memorandum of Understanding ("MOU") dated as of July 1, 2022 ("Effective Date"), is by and between Owens Community College ("Institution") and DeVry University, Inc. ("DeVry").

# **RECITALS**

Through this MOU, Institution and DeVry agree to a cooperative relationship to better serve students and to facilitate the transfer process from Institution to DeVry through Transfer Admission Pledge ("the Program").

The Program offers DeVry's pledge for transfer admission to the Bachelor of Science in Technical Management degree and the Bachelor of Science in Business Administration degree at DeVry for Institution students who have completed DeVry's Admissions Application<sup>1</sup> ("Program Participants") and satisfied the Program requirements established herein.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Institution and DeVry agree as follows:

# 1. Transfer Admissions Pledge

- a. Program Participants that earn an associate degree from Institution and satisfy DeVry admission requirements will be admitted into DeVry.
- b. Program Participants who earn a qualifying associate degree from Owens Community College will receive a block transfer of 60 credit hours into the DeVry program as listed below.
  - a. Programs listed here for each applicable school
- c. Program Participants who apply will receive a waived application fee.
- d. Program Participants who earn an associate degree from Institution and enroll at DeVry will be automatically considered for the Future Ready Transfer Scholarship.
- e. Program Participants who apply and are accepted to DeVry will receive academic, financial aid and career services advising.

# 2. Academic Requirements for Program Participants

a. All courses taken at the Institution with grades "D" or better as part of a conferred associate degree will be accepted for credit by DeVry. In the event

<sup>&</sup>lt;sup>1</sup> Transfer Inquiry Form is available at <a href="http://devryworks.com/toniam">http://devryworks.com/toniam</a>

- DeVry has specific grade requirements for core courses in the undergraduate program, the Program Participant may be required to repeat a course in the undergraduate degree program to satisfy that requirement.
- b. During enrollment as part of the Program, DeVry will provide advisement to Program Participants to discuss academic program requirements and transfer credits when initiated by the Program Participant. It is recommended that Program Participants track their degree progress by working with their transfer advisor at Institution. Program Participants shall authorize Institution and DeVry to share their education records, as defined by the Family Educational Rights and Privacy Act of 1974, and its implementing regulations ("FERPA"). DeVry shall provide reasonable advising services to Program Participants seeking to discuss DeVry's academic program requirements and transfer credit policies. DeVry may elect to communicate directly with Program Participants to inform them of presentations, workshops, activities, visits, and other events and resources relevant to Program Participants.

# 3. Admission Requirements for Program Participants

- a. Program Participants must apply to DeVry through its enrollment process and meet all applicable requirements and deadlines, including but not limited to the payment of tuition and fees, completion of a background check (if required), and receipt of certain vaccinations, if required by state. Unless explicitly stated herein, all Program Participants who enroll at DeVry are subject to the same general rules and requirements applicable to all other DeVry students, including, but not limited to, those governing course enrollment, financial aid, academic sanction, suspension, and expulsion.
- b. Notwithstanding anything to the contrary, DeVry reserves the right to deny admission to Program Participants that: (i) have been suspended, dismissed, or expelled for academic or non-academic reasons from any academic institution; (ii) have been convicted of any criminal offense; (iii) present other factors in their personal or academic background that DeVry deems inappropriate, inconsistent with DeVry standards; or (iv) do not otherwise meet DeVry's requirements for admission, as amended from time to time.
- c. Failure to meet the academic and admission requirements for the Program does not preclude Program Participants from applying and being considered for admission to DeVry under the same conditions as traditional transfer applicants.

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# 4. Eligibility for a Program Transfer Scholarship

- a. Program Participants may be eligible for the Future-Ready Transfer scholarship upon their first session of enrollment at DeVry by enrolling in at least 9 credit hours per semester. Qualifying transfer students enrolled in a DeVry bachelor's degree program will be awarded \$1,000 during their first session, \$6,168 during their last 12 credit hours with a lifetime award of \$7,168.
- b. Program Participants shall be considered for additional merit-based scholarships for which they qualify and apply (when required). Completion of the Free Application for Federal Student Aid ("FAFSA") is required for consideration for many need-based awards.
- c. Students may be eligible for multiple institutional funding programs and may only be awarded the funding program that is most beneficial.

# 5. Term and Termination

- a. This MOU will remain in effect until terminated as provided below. The Program will be subject to annual review to adjust scholarship requirements and amounts, participating degree programs and requirements, and any other terms of the MOU the parties deem appropriate. Any changes to the Program must be agreed-upon in writing at least sixty (60) days prior to the first day of instruction (at both institutions) of the academic year in which the change will be implemented.
- b. Either party may terminate this MOU for any reason or no reason upon sixty (60) days' written notice to the other party.
- c. In the event of termination, the Program Participants at the time of termination will be guaranteed transfer into DeVry provided they satisfy all Program requirements and apply for admission as a transfer student to DeVry no later than two (2) years after the date of termination.

# 6. Engagement Plan

- Institution shall publish the details of this MOU in a form agreeable to DeVry on Institution's website and other internal communication channels to promote the Program to its students.
- b. DeVry and Institution will have the right to review and approve all advertising for the Program.
- c. All promotion and advertising contemplated under this MOU will be done in accordance with all applicable laws and regulations.
- d. Institution will provide DeVry with alumni data in the Program for the purpose of providing information relating to this MOU.

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## 7. Miscellaneous

- a. This MOU contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- b. This MOU shall not be modified, altered, or amended in any way other than by a written instrument executed by the parties.
- c. If any provision of this MOU is found illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such provision of this MOU shall be deemed severed from this MOU and the validity of the remainder of this MOU shall not be affected thereby.
- d. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this MOU will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice).

For Owens Community College:
Owens Community College
Attn: Denise S. Smith, PhD
PO Box 10000
Toledo Ohio 43699

For DeVry:
DeVry University
Attn: Scarlett Howery
1200 E. Diehl Rd
Naperville, IL 60563

With a copy to:

Owens Community College

Attn: Legal Counsel

PO Box 10000

Toledo, Ohio 43699

With a copy to:

DeVry University

Attn: Legal – Contracts

1200 E. Diehl Rd

Naperville, IL 60563

- e. The waiver by either party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- f. Neither party may assign its rights or delegate its duties under this MOU. Any attempted assignment or delegation in violation of this Section shall be null and void
- g. This MOU may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this MOU, facsimile signatures shall be considered equivalent to original signatures.

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- h. All sections of this Agreement which by their nature would be expected to survive termination or expiration shall do so.
- i. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU. Neither party shall make any commitment or give the impression that it has authority to make any commitment, on behalf of the other party.
- j. There are no intended or actual third-party beneficiaries of this MOU.
- k. The parties shall comply with all applicable laws and regulations in performing their obligations hereunder, including, but not limited to, FERPA. When taking actions (or failing to act) in any way relating to this MOU, each party agrees that it shall not unlawfully discriminate against any person on the basis of race, sex, sexual orientation, religion, disability, age, national origin, or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy or color.

By signing below, each party acknowledges its agreement with the terms and conditions of this MOU, and each signatory represents and warrants that they are authorized to sign on behalf of and to bind their party to all of the terms and conditions of this MOU as of the Effective Date.

# **Owens Community College**

Denise Smith
Denise Smith (Jul 14, 2022 08:25 EDT)

Name: Denise Smith, Ph.D.

Title: Provost and Vice President of

**Academic Affairs** 

Date: 07/14/2022

DeVry University, Inc.

Scarlett Howery
Scarlett Howery (Jul 25, 2022 16:00 EDT)

Name: Scarlett Howery

Title: Vice President, University and

Campus Partnerships

Date: 07/25/2022

In New York State, DeVry University operates as DeVry College of New York.

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# NEW! Transfer Advantage60 Pledge

# A Partnership for Student Success



DeVry University is pleased to offer our new Transfer Advantage60 Pledge for students to block transfer 60 credit hours from their conferred associate degree into one of our qualifying DeVry Bachelor's programs.

# WHAT IS DEVRY'S TRANSFER ADVANTAGE60 PLEDGE¹? TRANSFER WITH TO RECEIVE 60 Credit Hour Block Transfer - With a quick and friendly admissions process Waived Application Fee Scholarship Savings² with DeVry's Future-Ready Transfer Scholarship - no additional application required Access to Career Services for those who apply and are accepted to DeVry

Other Transfer Options Also Available.<sup>3</sup> Students seeking a Bachelor's program that is not part of our Transfer Advantage60 Pledge, can choose from other DeVry Bachelor's programs - and receive a speedy transfer evaluation, waived application fee and Future-Ready Transfer Scholarship savings.

# **The DeVry Difference**

1931 Year Founded - rooted in Innovation and Technology

**300,000+ Degrees Conferred** – at DeVry University and The Keller Graduate School of Management

**50+ Programs, 90+ Concentrations** – with a hands-on practical learning approach and relevant curriculum informed by practitioner-oriented faculty

40+ Locations

100% Online Options

Courses That Stack<sup>5</sup> – select courses from a program may stack, meaning qualifying credits earned can be applied directly towards a future program at DeVry, potentially saving time and money

**Personalized Care and Support** – from enrollment guidance and academic advising to supportive faculty

**Career Services** – includes career coaching, resume support, self-assessments and more from day one through graduation and beyond

**National DeVry Partnership Connections** – with organizations who participate in virtual career fairs, webinars and career development opportunities

### Accredited

- DeVry University is accredited by The Higher Learning Commission (HLC), www.hlcommission.org. Keller Graduate School of Management is included in this accreditation.
- ACBSP Accredited Business Programs<sup>6</sup>

## **Tools and Resources for Student Success**

**Community (Powered by GetSet)** – an online platform to connect with other students

24/7<sup>4</sup>On-Demand Live Tutoring

Mobile App - access coursework on the go

**Robust Learning Platform** 

**E-Textbooks and Audiobooks** – access textbooks from anywhere

ASPIRE Online Assistance Program – support and referrals at no additional cost to assist students in areas such as emotional support, school and life balance, and tools for daily living

**Military Student Support Center** – a social platform for military/veteran students to collaborate

Hire DeVry 2.0 – all-access portal for students seeking career advice, potential opportunities, and support from our Career Services staff

# **Learn More**

Tonia McDermott 615-445-3461

tonia.mcdermott@devry.edu

With my role, I was traveling quite a bit and the ability to take courses online and plan around what I needed to do was very, very helpful. I know my education will be valuable for the career that I've chosen.

Stacey (Lucchesi) Blazak Current Student, BS Technical Management



To be eligible for the Transfer Advantage60 Pledge, students must meet DeVry University's admissions requirements and have completed a qualifying associate degree at a community college that has a signed agreement with DeVry University, 'Studentle Ordinas, grants and scholarships are available to a valuable valuable.' And qualify. And part of Transfer Advantage60 Pledge, 'Each student is allotted a set number of hours of tutoring per academics essesion through www.Tutor.com, qualiable.' 247), 'Available gearing services are also available through www.DeVryTutors.com.' At the time of application to the next credential level, an evaluation of qualifying transfer credit will occur and the most beneficial outcome will be applied. 'Conferral and Assessment Data - Available for all of DeVry and Keller's ACBSP accredited programs. For a full list of DeVry University's business and accounting degree programs accredited by ACBSP, pleases see the Accreditation page. ACBSP accreditation excludes Business Essentials certificate.

# Owens MOU 6.22.22

Final Audit Report 2022-07-25

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Status: Signed

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