

**MEMORANDUM OF AGREEMENT
BETWEEN
AVILA UNIVERSITY
AND
DONNELLY COLLEGE**

This Agreement is between Avila University, a moderately selective, private, four-year Catholic institution of higher education located in Kansas City, Missouri (hereafter "AVILA") and Donnelly College, an independent, coeducational, Catholic institution located in Kansas City, Kansas (hereafter "DONNELLY") for the purposes set forth below.

PREAMBLE

WHEREAS AVILA and DONNELLY are recognized as an institution that provides a quality education with high rates of student retention and success and high levels of student satisfaction; and

WHEREAS AVILA wishes to establish itself as the four-year institution of choice for DONNELLY students seeking baccalaureate degrees; and

WHEREAS DONNELLY offers a variety of academic programs, including an arts and sciences program to help prepare its students for successful transfer to AVILA; and

WHEREAS DONNELLY wishes to further strengthen its college transfer and other programs by closer collaboration with AVILA; and

WHEREAS both AVILA and DONNELLY believe that expanding and strengthening their relationships is in their mutual interests, including but not limited to enrollment increases for both;

NOW THEREFORE AVILA AND DONNELLY agree as follows:

1. Avila Scholarship Guarantee

- a. Student who transfers directly from DONNELLY with a cumulative grade point average of 3.0 in all college course work (including credits earned away from DONNELLY) will be guaranteed at least \$13,000 in institutional scholarship money from AVILA.
- b. The Avila Scholarship Guarantee does not guarantee admission to AVILA or any academic programs within AVILA, specifically the AVILA Bachelor of Science in Nursing program.
- c. Students who transfer directly from DONNELLY must be offered regular/full admittance by AVILA.

2. Reverse Transfer Agreement:

- a. Students at AVILA may transfer credits for course work earned at AVILA to DONNELLY for the purpose of completing some requirements for an associate degree.
- b. No DONNELLY student should be encouraged by AVILA to transfer prior to earning an associate's degree from DONNELLY unless all parties (DONNELLY, AVILA, and student) agree it is in the best interest of the student.
- c. A DONNELLY student must have completed a minimum of 42 credit hours at 100 level or above at DONNELLY to qualify for the reverse transfer agreement.
- d. For those students who have met the above requirement, DONNELLY would treat hours submitted for reverse transfer as if they were hours earned at DONNELLY.
- e. Such 'reverse transfer' authority is intended to allow DONNELLY students, who may transfer to AVILA prior to achieving their associate degree the advantage of completing such a degree pending their further efforts toward obtaining a baccalaureate degree.
- f. Such 'reverse transfer' authority is also intended to allow students who may, for various reasons, leave AVILA prior to completing their baccalaureate degree or are interested in completing the associate degree while attending AVILA the opportunity to apply the credits they have earned up to that point toward achieving an associate degree at DONNELLY.
- g. DONNELLY will encourage students to send a transcript for the purpose of completing requirements for an associate degree, at which time AVILA will provide an official transcript to DONNELLY at no cost to DONNELLY or to the student.

3. Joint Responsibilities:

- a. Each institution will exchange information within legal guidelines about specific students with the goal of making students aware of scholarships, financial aid, and the potential to satisfy degree requirements by transferring coursework between both institutions.
- b. Each institution will grant students access to library facilities and athletic facilities in accordance with the student access policies of each institution.
- c. Except as otherwise provided herein, each institution will be responsible for its own costs related to the performance of the obligations undertaken to fulfill this Agreement.
- d. Separate academic records for students will be maintained by each institution, but information from those records, to the extent permitted by law, will be exchanged to facilitate performance of the terms of this Agreement. This exchange will occur on a semester basis.

4. Institutional Responsibilities:

- a. AVILA shall provide periodic academic advising to students at DONNELLY prior to their actual date of transfer to AVILA.
- b. AVILA shall provide course equivalencies for credits earned at DONNELLY for designated programs determined and agreed upon by AVILA and DONNELLY. The equivalency charts shall be posted on the AVILA and DONNELLY website.

5. General Provisions:

- a. This Agreement will commence with the start of the fall 2017 semester and is for a period of four (4) years, and may be renewed by the written consent of both Parties.
- b. Either Party may terminate this Agreement by giving the other Party written notice one year in advance of the anticipated termination. Any termination under this provision shall be without penalty and neither Party shall be liable to the other for any monetary or other losses that may result. In the event the Agreement is terminated, the Parties will make every effort to not disadvantage individual students who are already participating in the benefits accruing to them as a result of this Agreement.
- c. The Vice President for Enrollment Management at AVILA and the Vice President of Academic Affairs at DONNELLY will appoint a committee each year to review this Agreement and determine the desirability of terminating or expanding it. Administrative, faculty, and student input are encouraged. Input from transfer students is particularly encouraged.
- d. All marketing and promotional material and any other material used in the program shall be jointly approved in writing by each institution. Each institution may charge its relevant tuition and fees for the courses it offers under this program and may retain the revenues it generates from those course offerings.
- e. This agreement may be executed in any number of counterparts, and by any Party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument.
- f. This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the undertakings contemplated hereby, supersedes all prior agreements and understandings among the Parties with respect thereto, and may be amended, modified or supplemented only by a written instrument executed by all of the Parties hereto.

g. For purposes of administering this Agreement, the Parties' respective points of contact are:

For AVILA:

Name: Brandon J. Johnson

Phone: 816-501-3778

Email: Brandon.Johnson@avila.edu

For DONNELLY:

Name: Pedro Leite

Phone: 913-621-8776

Email: pleite@donnelly.edu

This Agreement is entered into as of the last date of the signatures contained below.

For AVILA

By: Ronald Slepitz

Name: Ronald Slepitz, Ph.D.

Title: President

Date: 3/28/17

For DONNELLY

By: Msgr. Stuart W. Swetland

Name: Msgr. Stuart W. Swetland, S.T.D.

Title: President

Date: March 28, 2017