

MEMORANDUM OF UNDERSTANDING

This agreement is entered into between Lewis University, hereinafter "Lewis" and Central New Mexico Community College, hereinafter "CNM" to offer qualified students a convenient, cost effective way for CNM students who have earned their Associates of Arts degree or Associates of Applied Science degree to complete their Bachelor of Arts or Bachelor of Science degree at Lewis University.

With mutual institutional respect, our two institutions enter into a partnership agreement. The objectives of the agreement are as follows:

- Offer CNM students the ability to complete their Associates of Arts degree or Associates of Applied Science degree and complete their Bachelor of Arts or Bachelor of Science degree at Lewis University.
- Collaboratively advise students to enhance their education and streamline articulation between the two institutions.
- Provide an affordable pathway to complete a Bachelor of Arts or a Bachelor of Science degree at Lewis.

Agreement

1. All provisions of this agreement are confined to the offering of the Bachelor of Arts and Bachelor of Science degrees outlined in this MOU and to the students admitted specifically into these program options. None of the terms contained within this document are applicable outside of this agreement and its specific intent.
2. Students must complete the Associate of Arts or Associates of Applied Science program at CNM prior to enrollment at Lewis.
3. Students completing their Associate of Arts or Associates of Applied Science degree with a minimum cumulative grade point average of 2.0 will be guaranteed admission to Lewis's Bachelor degree program.
4. All coursework completed within the Associate of Arts or Associates of Applied Science programs will be directly applied to Lewis' Bachelor degree programs as outlined in Appendix A General Education Transfer Agreement and Transfer Agreement Appendices B, C, D, and E.
5. Students will be required to complete 128 credit hours for their Bachelor of Arts or Bachelor of Science degree as detailed in Transfer Agreement Appendices B, C, D, and E.
6. Graduates with an Associate of Arts or Associates of Applied Science from CNM must complete a minimum of 32 credit hours from Lewis to be awarded the Bachelor of Arts or Bachelor of Science degree. All other program requirements apply.
7. Students should ideally apply for admission to Lewis in their first semester at CNM in order to receive appropriate advising and maximize their semesters at CNM.
8. CNM will charge tuition for their courses at their most recently published and approved rates.
9. Lewis will charge a tuition fee of \$350 per credit hour as outlined in Appendix F Lewis Tuition Discount Agreement. Students will not be eligible for any additional Lewis funded grant or scholarship aid.
10. Lewis and CNM will each be responsible for billing the student for the respective courses taken at each institution.
11. The Lewis program representative, CNM program representative, and other instructional staff and administrators identified by either representative, shall meet at least annually, and in the interim whenever necessary, for the purpose of coordination of the agreement.

12. All transferred students to Lewis are subject to the policies and procedures, including residency requirement of Lewis, as outlined in the Lewis University catalog.

Specific Services CNM will provide to Lewis

1. CNM will assist Lewis in the promotion and recruitment of students by distributing printed materials, providing mailing list and contact information of students in the program as prescribed by this agreement, and advising current and potential students of this degree program option.
2. CNM will include information on their web site promoting this degree program option.
3. CNM will list Lewis as a partner organization on its website, after obtaining approval from Lewis with respect to the specific information to be listed online.
4. CNM shall designate an individual to serve as a representative for the purpose of monitoring and coordinating this Agreement.

Specific Services Lewis will provide to CNM

1. Lewis will provide regular academic advising of no less than one session per semester, to CNM students, either virtually or face-to-face.
2. Lewis will provide program information to CNM students seeking information on pursuing their degree with Lewis in CNM offices and other appropriate spaces located on CNM's campus.
3. Lewis will list CNM as a partner organization on its website after obtaining approval from CNM with respect to the specific information to be listed online. Use of the CNM name and logo must be pre-approved by the CNM Marketing & Communications Office (MCO).
4. Lewis shall designate an individual to serve as a representative for the purpose of monitoring and coordinating this Agreement. Lewis shall notify CNM in writing of the person's name and contact information prior to commencement of each semester.
5. Annually, Lewis shall provide actual graduation numbers of transferred CNM students to Lewis.

Terms:

1. This MOU will begin on the execution date of the Agreement and continue for four (4) years, and be jointly reviewed annually. Renewal after four (4) years is to be mutually agreed upon.
2. Either party may terminate this agreement with 180 days advance written notice. Termination by either party must be accompanied by a plan to allow all currently enrolled students to complete their program of study under the terms of this agreement.

Additional Agreements:

1. Both parties shall maintain all necessary and required accreditations with the appropriate accreditation agencies, including the Higher Learning Commission. In the event either party's accreditation is revoked or otherwise limited, this MOU may be terminated immediately. In the event of such termination for loss of accreditation, all participating students shall be accommodated to the extent possible at the institution that remains appropriately accredited.
2. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from its negligence. The liability of Central New Mexico Community College, will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, as amended.
3. No agreements concerning the transfer or exchange of any asset of either party is intended or implied by this memorandum. Lewis and CNM are separate and independent institutions of higher education and by this agreement both will continue to operate as separate institutions. The administrators of Lewis and CNM are authorized to sign, prepare and implement plans of action

- and procedures necessary to effect this agreement.
4. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
 5. Each party assumes full responsibility for the payment of all federal, state and local taxes it incurs as a result of this MOU.
 6. This Agreement is executed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
 7. Neither party shall discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law, rule or regulation.
 8. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Mexico regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in a court of competent jurisdiction in Albuquerque, New Mexico.
 9. Any modifications and amendments to this MOU must be in writing and signed by authorized agents of both parties.
 10. Parties shall comply with all Family Education Rights and Privacy Act (FERPA) requirements.
 11. Lewis and their representatives will comply with all applicable laws, CNM policies and industry standards in performing services under this MOU, including but not limited to laws, policies, and regulations mandated during any government emergency or pandemic.

- Appendix A – General Education Transfer Agreement
- Appendix B – Business Administration Transfer Agreement
- Appendix C – Business Analytics Transfer Agreement
- Appendix D – Criminal Justice Transfer Agreement
- Appendix E – Organizational Leadership Transfer Agreement
- Appendix E1 – Organizational Leadership Applied Classes
- Appendix F – CNM-Lewis Tuition Discount MOU

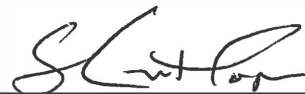
IN WITNESS WHEREOF, the undersigned parties, by and through their duly authorized officers, have executed this agreement on the date written above.

For Lewis University:

For Central New Mexico Community College



Date _____



Dr. Christopher Sindt, Provost

Dr. Sydney Gunthorpe,
Vice President for Academic Affairs

Date 08/20/2021

Date 8/17/21

Lewis University
One University Parkway
Romeoville, IL 60446-2200

Central New Mexico Community College
525 Buena Vista SE
Albuquerque, NM 87106

Appendix F

Tuition Discount Agreement

1. Lewis University reserves the right to review and set tuition rates at their own discretion.
2. Lewis will offer CNM students, who meet the criteria in this Agreement, a tuition discount that reduces the per credit hour cost of attendance as outlined in the table below. Students awarded this tuition discount will not be eligible for any additional Lewis tuition discounts, funded grants, or scholarship aid.
3. All other rates and fees outside the terms of this agreement will be determined by the catalog year in which a student enrolls at Lewis

Standard Lewis Tuition Rate

\$440.00 (per credit hour)

Discounted Tuition Rate

\$350.00 (per credit hour)

Tuition Discount Criteria

A completed Associate of Arts or Associate of Applied Science degree from Central New Mexico Community College.

Current Transfer Agreement Programs

- A.A. in Business to B.S. Business Administration
- A.A.S. in Business to B.S. Business Administration
- A.A. in Business to B.S. Business Analytics
- A.A.S. in Criminal Justice to B.A. in Criminal Justice
- A.A. in Liberal Arts to a B.A. Organizational Leadership