



**MEMORANDUM OF UNDERSTANDING  
BETWEEN HOLYOKE COMMUNITY COLLEGE AND ASSUMPTION UNIVERSITY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), by and between Holyoke Community College (“HCC”), a public community college in the Commonwealth of Massachusetts, and Assumption University (the “University”), a private institution of higher education in the Commonwealth of Massachusetts, (together, the “Parties”) shall be effective as of January 15, 2024 (the “Effective Date”).

**WHEREAS**, HCC is a public community college located in Holyoke, Massachusetts, which offers associate’s degree programs to its students;

**WHEREAS**, the University offers a broad array of academic programs with both a classic liberal arts and pre-professional approach and a vibrant, student-centric community that prepare graduates for meaningful careers and a life of intellectual seriousness, thoughtful citizenship, and dedication to the common good;

**WHEREAS**, the Parties recognize the importance of providing opportunities for HCC students (the “Students”) to obtain a bachelor’s degree from the University in the field of Middle/Secondary Education and Mathematics; and

**WHEREAS**, the Parties desire to establish a transfer agreement for Students to attend the University for purposes of obtaining a dual bachelor’s degree in the field of Middle/Secondary Education and Mathematics;

**THEREFORE**, The Parties agree as follows:

**1. Purpose and Scope**

1.1 Purpose. The Parties shall jointly establish a transfer admissions program wherein qualified Students from HCC interested in obtaining a dual bachelor’s degree in Middle/Secondary Education and Mathematics at the University shall receive automatic admission and financial assistance in the form of a scholarship (the “Admissions Program”).

- 1.1. Scope. This Admissions Program is available to all Students who have met the admission requirements set forth in this MOU.

## **2. Admissions and Scholarship Program**

- 2.1 Admissions Requirements and Criteria. The University shall automatically grant admission to any Student who meets the following criteria:
  - 2.1.1 The Student is in good academic and disciplinary standing with HCC at the time of admission, and at all relevant times thereafter;
  - 2.1.2 The Student achieves a cumulative grade point average of 2.8 or higher upon graduation from HCC;
  - 2.1.3 The Student completes all requirements and prerequisites needed to complete the Associate's Degree in Science and/or Mathematics from HCC; and
  - 2.1.4 The Student receives a grade of C or higher in HCC courses as listed in Appendix A of this MOU.
- 2.2 Merit Scholarship. Students transferring to the University as part of this MOU shall be awarded a Future Mathematics Teacher Scholarship equivalent to fifty percent (50%) of tuition. Tuition rates are subject to change annually. This merit award is renewable annually on the condition that the Student maintains good academic progress as defined by the University and as set forth in the University's Student Handbook.
- 2.3 Tuition Remission for PHI 100 and THE 100. Per Section 3.2.1 of this MOU, Students transferring to the University as part of this MOU may enroll tuition-free in PHI 100 (Introduction to Philosophy) and THE 100 (Socrates and the Search for Truth) during the summer session prior to their full-time enrollment at the University.
- 2.4 Amendment of Programs. The University reserves the right to change, amend, or otherwise alter its undergraduate programs of study to ensure compliance with accreditation boards, the Commonwealth of Massachusetts, and any other applicable state, local, or federal laws.

## **3. Responsibilities of HCC**

- 2.1 Communication with the University. HCC shall communicate to the University with respect to any circumstances that may alter a Student's admissibility to the University as part of this Admissions Program.
- 2.2 Access to School and Students. HCC shall allow University admissions representatives and staff access to HCC and its Students on a regular, routine basis, including:
  - 2.2.1 Scheduled visits to HCC to meet with prospective students and their families;
  - 2.2.2 Invitations to all college information sessions and events; and

2.2.3 Public display and promotion of University information and materials as requested by the University, including but not limited to posters, pennants, brochures, and “sharing” of social media posts and accounts.

2.3 Promotion of the University and the Admissions Program. HCC shall actively promote the University and the Parties’ Admissions Program to college-bound Students and their families.

### **3. Responsibilities of University**

3.1 Transfer Credits. The University will allow the Student’s academic credit for courses taken at HCC to transfer as long as a grade of C or higher has been earned. Additional requirements and restrictions on transfer of credits are as follows:

3.1.1 The University shall guarantee the transfer of credit as stipulated in the attached Degree Plan Table (Appendix A).

3.1.2 HCC students who complete the Mathematics Associate in Science Degree will be awarded the indicated credits to be applied to the Middle-Secondary Education and Mathematics Bachelor of Arts, with the remaining credits to be completed in residency at Assumption.

3.1.3 The Student may transfer up to sixty (60) credits from HCC to the University. Appendix B depicts “Courses Remaining to be Completed at Assumption”.

3.2 Foundations Program. Students who transfer to the University must complete all requirements attendant to the Foundations Program, the University’s core curriculum.

3.2.1 Students transferring to the University as part of this MOU may complete the following Foundations Program requirements during the summer session at no cost to the Student: PHI 100 (Introduction to Philosophy) and THE 100 ) Socrates and the Search for Truth).

### **4. Indemnification and Choice of Law**

4.1 Term of MOU. This MOU is valid for two (2) years from the date of execution and becomes effective at the start of the academic term thereafter.

4.2 Renewal of MOU. This MOU may be renewed with the express written consent of both Parties for additional terms, which may differ in temporal scope and content from the terms of this MOU. This MOU shall not automatically renew.

4.3 Termination. Either of the Parties may terminate the MOU by sending written notice to the other 90 days in advance of the termination date. In the event of a Termination, the University shall honor its merit aid commitment to the Students so long as they remain in good academic standing with the University as described in Section 2.2 herein.

- 4.4 Mutual Promotion of the Admissions Program. The Parties shall allow the other to list the University and HCC as affiliated institutions in brochures, catalogs, correspondence, informational flyers, and official websites with prior written approval of such use.
- 4.5 Entire Agreement. This MOU constitutes the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties, whether written or oral, pertaining to the matters set forth herein as of the effective date of this MOU. This MOU shall not be amended, modified, or changed other than by written agreement executed by the duly authorized representatives of the Parties.
- 4.6 Severability. Should any part or any provision of this MOU be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this MOU shall not invalidate the remaining parts or provisions hereof. The remaining parts or provisions shall remain in full force and effect. No waiver or failure to enforce any or all of rights under this MOU by either of the Parties shall constitute a waiver of that party's right to assert the same or other rights on that or any other occasion.
- 4.7 Indemnification. To the fullest extent allowed by law, each Party shall hold harmless and indemnify the other against any claims, lawsuits, damages, settlements, fines, expenses, and reasonable attorneys' fees incurred as a result of either Party's negligence or intentional misconduct. Further, The University shall be indemnified by HCC to the maximum extent permitted by law. The University shall have the right to indemnification, including reasonable attorneys' fees, for any action arising from allegations against the University if the University or its employees are named as a defendant, or called or identified as a witness or deponent, including a government investigation, and/or a right to coverage under applicable insurance policies. Notwithstanding the foregoing, this provision shall not apply to any adverse proceeding between HCC and the University. The provisions of this Section shall survive the termination and/or expiration of this Agreement.
- 4.8 Confidentiality. The Parties agree that they shall not disclose any of the terms of this MOU to any person, firm, corporation, partnership or other entity, except to their respective accountants and attorneys, and as may be required by governmental authorities and legal process.
- 4.9 Arbitration. Any controversy between the University and HCC involving the construction, application, or enforcement of this MOU, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from this MOU, shall, on the written request of either party served on the other, be submitted to binding arbitration before a single arbitrator chosen jointly by the


Parties. The Parties stipulate and agree that any arbitration shall be held in Worcester, Massachusetts, pursuant to the Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any comparable rules then in existence) (the “Rules”). Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the Parties involving the construction, application or enforcement of this MOU, the arbitrator must base his or her decision upon the written contract and shall not have power to modify, add to, or ignore the terms of the MOU. The written decision of the arbitrator shall be final and conclusive upon both parties. Arbitrator compensation and administrative fees shall be paid equally by the Parties. The Parties agree to pay their own attorney’s fees.

4.10 Governing Law. This MOU shall be governed and construed, and the rights and obligations of the Parties hereto shall be determined, in accordance with the laws of the Commonwealth of Massachusetts, excluding its choice of law rules.

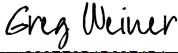
4.11 General Release. Knowing the risks described above, HCC agrees, on behalf of its employees, their families, heirs and personal representative(s), to assume all the risks and responsibilities surrounding HCC’s participation in the Admissions Program. To the maximum extent permitted by law, HCC releases, holds harmless, and agree, to indemnify the University, and its officers, Board of Trustees, founding religious Order, members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs, and expenses for injury to person or property, or for any other damage, which HCC or its employees may suffer, or for which HCC may be liable to any other person, related to HCC’s participation in the Admissions Program, resulting from any cause, including but not limited to negligence on the part of HCC or on the part of any of the released Parties.

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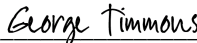
**IN WITNESS WHEREOF**, the Parties hereto have duly executed this MOU as of the below listed date:

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Marc Guerra Ph. D.  
Provost and Academic Vice President  
Assumption University


Date 1/18/2024 | 11:43 AM PST

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Gregory S. Weiner, Ph. D.  
President  
Assumption University


Date 1/24/2024 | 9:54 PM EST

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George Timmons, Ph.D.  
President  
Holyoke Community College


Date 1/12/2024

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Sharale Mathis  
Vice President of Academic Affairs Holyoke  
Community College

Date 1/4/2024

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Elizabeth Breton, MS  
Dean of Science, Technology, Engineering and  
Mathematics  
Holyoke Community College

Date 1/4/2024

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Mark Broadbent  
Coordinator of Transfer Affairs & Articulation  
Holyoke Community College

Date 1/3/2024

## Appendix A – Degree Plan Table – Mapping of Courses

The student's First Year and Second Year are taken at Holyoke Community College.

In the chart below:

the HCC courses [left column] satisfy the student's 2-year AA degree

and the HCC courses will be transfer-equivalent to corresponding AU courses.

*For convenience, we assign colors to courses that satisfy particular requirements.*

HCC course	HCC cr	AU course	AU cr.
<b>General Education Requirements</b>			
ENG 101(A) - Composition I	3	ENG 130: English Composition	3
ENG 102(A) - Composition II	3	LTE 140: Introduction to Literature	3
Lab Science Elective E	4	Natural Science Foundations Requirement	3
EDU 100(B): Education in America [Social Science #1]	3	EDU 101: Teachers and Teaching in American Schools (Fulfills Social Science & major)	3
PSY 110 (B) - Introduction to Psychology [Social Science #2]	3	PSY 101: Introduction to Psychology	3
PSY 218(B) - Adolescent Psychology [Social Science #3]	3	PSY 281: Psychology of Adolescence and Maturity	3
Lab Science Elective E	4	elective	3
ART course [Humanities #1]	3	Fine Art Foundations Requirement	3
HIS 111 [or 112] ( C ) - History of United States I or II [Humanities #2]	3	HIS 180/181: United States History I or II (History Requirement)	3
Foreign Language: e.g. SPA, FRE, ASL [Humanities #3]	3	Language and Culture Foundations Requirement	3
	<b>32</b>		<b>21</b>
<b>Program Requirements</b>			
MAT 113(D): Calculus I	4	MAT 117: Calculus I (Fulfills core requirement and major requirement)	3
MAT 114(D) - Calculus II	4	MAT 118: Calculus II (Fulfills core requirement and major requirement)	3
MAT 213 (D): Calculus III	4	MAT 231: Calculus III	3
MAT 205 (D): Linear Algebra	4	MAT 203: Linear Algebra	3
	<b>16</b>		<b>12</b>
If the student has satisfied the 2.8 GPA requirement, they may expect transfer admission to AU			
<b>Electives [23-24 credits required]</b>			
( C ) Literature course	3	elective	3
MAT 230 (D): Discrete Math	3	MAT 202: Discrete Structures	3
CSI 106 Programming Fundamentals I	3	CSC 117 Intro to Programming	3
any Elective	3	elective	3
any Elective	3	elective	3
	<b>15</b>		<b>15</b>
<b>Total Credits at Holyoke Community College</b>			<b>63</b>

## Appendix B– Degree Plan Table – Mapping of Courses

The student's Third Year and Fourth Year are taken at Assumption University			
In the chart below:			
the AU courses complete the BA in Ed. & Math, for Secondary Ed. license in Math (8-12)			
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<b>Third Year, Fall semester</b>	<b>AU cr</b>	<b>Third Year, Spring semester</b>	<b>AU cr.</b>
EDU-140 Teaching and Learning in the Middle/Secondary School	3	MAT-352 Modern Algebra II, or MAT-204 Number Theory	3
EDU-345 (& 345F Pre-Practicum) Curriculum & Methods in Math. (5-12) [Fall, even year]	4	EDU-302 (and 302F Pre-Practicum) Teaching English Language Learners	4
MAT-351 Modern Algebra I [Fall, even year]	3	PHI 100: Introduction to Philosophy	3
MAT 207: Actuarial Math [Fall, even year]	3	EDU 260: Teaching students with special needs	3
THE 100: Introduction to Theology	3	MAT 232: Multivariate Calculus	3
	16		16
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<b>Fourth Year, Fall semester</b>	<b>AU cr</b>	<b>Fourth Year, Spring semester</b>	<b>AU cr.</b>
MAT-401 Mathematics Seminar	3	EDU-440 Practicum in Middle/Secondary Education	9
MAT-353 Advanced Euclidean Geometry [Fall, odd year]	3	EDU-440S Seminar: Practicum in Middle/Secondary Education	3
EDU-333 Integrated Field Experiences in Secondary Education [Fall, odd year]	1		0
Forum Course	3		
2nd Theology	3		
2nd Philosophy	3		
	16		12
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Total AU credits in 3rd & 4th year:			60
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