

Heartland Community College – Illinois State University International Student Admission Pathway Program

This International Student Admission Pathway Program Agreement dated June 6, 2016, establishes mutual understandings and agreements between the Board of Trustees of Illinois State University (ISU) and the Board of Trustees of Heartland Community College (HCC) to establish a pathway that facilitates transfer of international students graduating from HCC with an Associate of Arts (A.A.) or Associate of Science (A.S.) degree to enroll in bachelor degree programs at ISU.

Under the terms of the Admission Pathway Program (APP), Heartland Community College international students who successfully complete the Associate of Arts (A.A.) or the Associate of Science (A.S.) degree are guaranteed admission into ISU provided that all current admissions standards, policies, and procedures of ISU are met at the time of admission to the ISU bachelor's program. International students as referred to in this agreement are those students holding F1 visas.

HCC international students who do not participate in APP may be admissible as regular ISU transfer students.

Heartland Community College and ISU agree as follows:

- a. HCC and ISU will collaborate and coordinate on recruitment and transfer of international students in accordance with the program and degree requirements of their respective schools.
- b. HCC will inform prospective international students of this partnership during international student recruiting activities through co-branded marketing materials and other mutually agreed upon means. Students who indicate an interest in participating in the Admission Pathway Program at the time they apply to HCC will be provided a Letter of Pre-Admission from Illinois State University. Such letter shall not constitute a guarantee of admission or enrollment to ISU.
- c. HCC international student affairs and academic advisors and faculty agree to assist and advise all HCC international students enrolled in the Associate of Arts and/or Associate of Science degree programs who desire to continue their studies toward the achievement of the appropriate Bachelor's degree at Illinois State University to join APP.
- d. The parties hereby acknowledge and agree to comply with the limitations on the use and re-disclosure of Personally Identifiable Information from education records as defined in 34 CFR § 99.00 et seq. The parties further acknowledge and agree that they shall maintain the confidentiality, and shall not re-disclose, personally identifiable Information from education records except as authorized by both parties in writing.
- e. The APP **does not** guarantee admission for international students to a specific ISU degree program or college within the university. Additional program or university requirements must be met in order to enroll in and complete certain ISU bachelor degree programs.
- f. Subject to any additional ISU admission requirements, Illinois State University agrees to admit qualified current and prospective HCC international students into ISU. ISU agrees to define qualified HCC students as those who have:
 - i. Completed or will complete an Associate of Arts or Associate of Science degree;
 - ii. Achieved a minimum cumulative grade point average (GPA) of 2.4/4.0 in all transferrable academic coursework (at all colleges/universities attended) including all prerequisite courses as specified by ISU and in other courses as specified by the Illinois Articulation Initiative ("IAI");
 - iii. Continued to maintain lawful F-1 Visa status at HCC and meets all applicable

requirements for ISU to grant admission to the University.

- g. ISU agrees to accept all course credit completed at HCC in accordance with the current transfer and articulation policies and processes.
- h. HCC and ISU agree to periodically review the course articulations and to keep potential and current international students informed of current curricular requirements.
- i. HCC students must join the Admission Pathway Program to participate in this program and to receive the benefits of this agreement. Through APP, students will be counseled and advised by both schools as to the courses to complete that will fulfill both associate degree and bachelor degree requirements. The program pathway must be followed for students to receive maximum transfer credit towards the bachelor degree. The recommended courses provide the academic preparation and prerequisite requirements for ISU's degree programs.
- j. In order to retain current and dynamic curriculum course content, required courses and degree requirements are subject to frequent changes. APP provides means to provide participating students with the most up to date information about program requirements at both HCC and Illinois State University.
- k. This MOU will become effective on the date written above, and will continue for a period of one (1) year, and will be automatically renewed for additional one (1) year terms for a total of five (5) years, unless earlier terminated in accordance with the terms hereof.
- l. It is understood and agreed that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
- m. Either party may terminate this MOU for any reason upon at least sixty (60) days' written notice to the other party, provided that any student accepted into the APP at the time of termination shall be allowed to enroll at ISU under the terms outlined in this MOU. Any monies due at time of termination will be paid immediately upon termination.
- n. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, protective order status, or status as a disabled veteran or a veteran of the Vietnam era.
- o. Neither party shall use the name of the other in any written material without the prior written consent of the other party.
- p. The relationship of each party to the other under this MOU shall be that of independent contractor, and no employment, partnership or joint venture relationship shall be created by the entry into or performance of this MOU by the parties.
- q. HCC affirms that, to the best of its knowledge, there exists no actual or potential conflict between HCC's family, business, or financial interests and its obligations under this MOU; and, in the event of change in either its private interests or obligations under this MOU, HCC will raise with ISU any questions regarding possible conflict of interest which may arise as a result of such change.
- r. This MOU may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

- s. This MOU, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications and writings with respect to the content of said MOU.
- t. This MOU may not be amended by either party unless such amendment is mutually acceptable to both parties, and is reduced to writing and signed by both parties.
- u. Any notice required hereunder shall be deemed given when delivered in person or three (3) days after being sent by first class mail to the following addresses, which may be changed by notice provided pursuant to this MOU.
- v. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party's right to enforce such provisions in the future. In the event that any provision of this MOU shall be held to be void, voidable or otherwise unenforceable, the remaining provisions shall remain in full force and effect. This MOU shall be governed by the laws of the State of Illinois, without regard to the conflicts of laws. Any dispute arising hereunder shall be brought only in the federal or state courts located in Illinois, all protest based on jurisdiction or venue being hereby waived. This MOU may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

The Board of Trustees of Illinois State University

Heartland Community College


Dr. Janet Wessel Krejci, Provost 6/6/16
Date


Dr. Rick Pearce, Vice President 6-8-16
Date

**Reviewed and Approved
as to legal form
Office of General Counsel**