



Memorandum of Understanding (MOU) Cover Page

Agreement Number: M0001

Brief Description of MOU: This MOU establishes a transfer partnership for guaranteed admission of CCC students upon completion of an Associate Degree for Transfer (ADT), and upon admission the ability to complete a pathway in a similar designated major in no more than sixty upper division semester units. See the MOU for the list of which ADT majors provide pathways into specific APUS baccalaureate pathways.

PROJECT MONITOR INFORMATION

Project Monitor Name	Project Monitor Email	Project Monitor Phone
Bob Quinn	bquinn@cccco.edu	(916) 324-2358

MOU PARTY

Name (If other than an individual, state whether a corporation, partnership, etc.): American Public University System (APUS)		
Address: 111 W. Congress Street, Charles Town, WV 25414		Phone Number: (703) 268-9154 Ext:
Officer's Full Name (or Authorized Designee): Dr. Wade T. Dyke	Title: President	Email Address: wdyke@apus.edu
Project Director Full Name: Chris Reynolds	Title: Academic Outreach & Program Development Dean & Vice President	Email Address: creynolds@apus.edu

MOU INFORMATION

Program Name: Transfer Partner-APUS Term of MOU:	From: 09/01/2021	Through: 08/31/2024
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**Memorandum of Understanding
by and between
the California Community Colleges Chancellor's Office
and
American Public University System, Inc. (APUS)**

This memorandum of understanding (MOU) between the California Community Colleges Chancellor's Office and American Public University System, Inc. (APUS) concerns associate degrees for transfer and the continued seamless transfer of California community college students to APUS. This MOU is effective between the Chancellor's Office and APUS as of September 1, 2021.

APUS, a private university accredited by the Higher Learning Commission, enters into this MOU with the Chancellor's Office, the system-wide office for the California Community Colleges, to be bound by the terms of the MOU, and any other commitments made here. The purpose of this MOU is to provide guaranteed admission by satisfying APUS admission requirements as set forth on the APUS public website (<https://www.apu.apus.edu/admissions/undergraduate-requirements.html>), ensure acceptance of prior coursework, and to facilitate the transfer of California community college students who have completed the identified California community college Associate Degree for Transfer (ADT) to a similar major at APUS.

This agreement is intended to articulate and promote the ADT's listed in Section IV to provide academically prepared California community college students with additional opportunities to transfer to four-year institutions that will help them succeed and achieve their educational goals, and to provide APUS with enhanced opportunities to enroll California community college students in APUS programs.

Accordingly, APUS and the Chancellor's Office agree to the following:

I. Admission

APUS recognizes that ADT students have received a rigorous, quality education at the California community colleges and are prepared to succeed at APUS. APUS will extend a guaranteed admission to all California community college students who have obtained an ADT in a similar major pathway, and have met APUS's additional institutional requirements, if any, as expressly identified in subsequent sections of this MOU. APUS's guarantee of admission shall be in place upon acceptance of this MOU. The ADT guarantee of admission does not displace or supplant any existing or future campus-based admissions guarantees. APUS agrees not to modify its admission requirements in a manner that would impact the admission of California community college students pursuant to this MOU without informing the Chancellor's Office at least forty-five (45) days prior to such change.



II. Transferability of Credit

With respect to students wishing to complete their education at APUS, a minimum of 60 semester units or 90 quarter units will be transferable to APUS and core courses will align to the major provided the student received a passing grade/grade equivalent to a C or better in the applicable major course (with the exception of licensure programs or state requirements where a grade of B or better may be required).

III. General Education Requirements

With respect to students wishing to complete their education at APUS, APUS agrees to accept an ADT in lieu of APUS's lower division general education requirements.

IV. Articulation

California community college Associate Degrees for Transfer will be articulated by APUS at the degree level to comparable APUS majors. APUS will publish transfer information for the California community college Transfer Centers. Students awarded an Associate in Art for Transfer (AA-T) or Associate in Science for Transfer (AS-T) and accepted for admission in a similar APUS program will enroll at APUS at junior standing, and require no more than 60 additional semester units and 90 additional quarter units at APUS to complete a bachelor's degree within the similar AA-T/AS-T program, as listed below.

1. Administration of Justice to BA Criminal Justice
2. Administration of Justice to BS Criminal Justice
3. Biology to BAS Health Sciences
4. Biology to BS Natural Sciences
5. Business Administration to BS Accounting
6. Business Administration to BA Business
7. Business Administration to Bachelor of Business Administration
8. Business Administration to BA Marketing
9. Business Administration to BS Business Analytics
10. Business Administration to BA Entrepreneurship
11. Hospitality Management to BA Entrepreneurship
12. Hospitality Management to BA Hospitality Management
13. Biology to BS Sports & Health Sciences
14. Chemistry to BS Sports & Health Sciences
15. Environmental Science to BS Sports & Health Sciences
16. Kinesiology to BS Sports & Health Sciences
17. Nutrition & Dietetics to BS Sports & Health Sciences
18. Public Health Science to BS Sports & Health Sciences



19. Biology to BS Space Studies
20. Chemistry to BS Space Studies
21. Environmental Science to BS Space Studies
22. Geology to BS Space Studies
23. Child and Adolescent Development to BA Human Development & Family Studies
24. Early Childhood Education to BA Human Development & Family Studies
25. Sociology to BA Human Development & Family Studies
26. Computer Science to BS Information Technology
27. Computer Science to BS Information Technology Management
28. Environmental Science to BS Environmental Science
29. Chemistry to BS Natural Sciences
30. Geology to BS Natural Sciences
31. Communication to BA Communication
32. English to BA English
33. History to BA History
34. Mathematics to BS Mathematics
35. Philosophy to BA Philosophy
36. Psychology to BA Psychology
37. Public Health Science to BS Public Health
38. Sociology to BA Sociology

V. Catalog Rights

The students' academic requirements for community college graduation are based on the community college catalog year that is assigned initially to the student's first term of continuous enrollment in a community college. The students' academic requirements for APUS graduation are based on the APUS catalog then in effect at the time of enrollment at APUS, unless the student changes degree program, in which case the catalog then in effect at the time of program change will apply. This Section V does not supersede the allowances provided in Sections II and III.

VI. Student Advising

APUS will provide additional pre-enrollment information and advice to California community college students, which may be provided in-person, virtually, online, or telephonically, including around the ADT and additional coursework that may be required of all students prior to graduation.

California community colleges will be encouraged to consider that APUS has the opportunity to come onto the campuses to engage with potential California community college transfer students about potential pathways, including the ADT, and financial aid available.



Student advising is a hallmark of an independent higher education and will be available by discipline to students once enrolled at APUS. Materials for potential students will be available online and degree program guides may be printed.

VII. Financial aid and Tuition Discount

APUS is committed to providing access through need-based financial aid and guidance for qualified students. APUS will examine ways to provide the most affordable access to students transferring via the ADT, and will provide financial aid counseling regarding all financial aid options. APUS will share this information with the Chancellor's Office and campuses as part of the guidance and promotional materials. Consistent with California community college accreditation requirements, the California community colleges will continue to educate their students on the best use of financial aid monies, including the preservation of aid for use at California independent higher education institutions.

During the term of this MOU, California community college employees and their family members (spouses, domestic partners, children, siblings and parents) who (i) identify a California community college on their online application, and (ii) satisfy all of APUS's then current standard policies, rules, procedures, criteria, and requirements for admission and enrollment applicable to such applicant will receive a grant, creditable solely against the payment of APUS tuition, equal to 5% of the applicable, then-current APUS published tuition charged to non-military APUS students for courses that are part of an APUS degree or certificate program that is generally available to the public (the "Grant"). The Grant will not be offered, and may not be used, in conjunction with any other scholarship, grant, or discount programs that may be made available by APUS or to APUS students. Additionally, during the term of this MOU, APUS will extend an undergraduate book grant to California community college alumni, as applicable, and will waive any technology fee otherwise incurred by a California community college alumni who completes an associate degree at a California community college before transferring to APUS pursuant to this MOU.

APUS may change its tuition rates at any time at its sole discretion and the reduction will be calculated based on the current tuition in effect for the applicable academic term for the enrolled program. Eligible alumni, employees, and family members will not be entitled to any other reduction, and are subject to all other admission and continuation requirements as set forth in the respective APUS policies and catalogs.

VIII. Data collection and analysis

Subject to APUS's data anonymization and aggregation practices, including without limitation, non-reporting where the total number of students in a given reporting category is less than 10, and further subject to completion of modifications to APUS's reporting processes and systems, APUS will provide the Chancellor's Office the following information on an annual basis and reporting on the prior 12-month reporting period (July 1-June 30)*:

- I. The aggregate number of California community college students by degree type who transferred to APUS with an Associate of Arts (AA), Associate of Science (AS), AA-T, or AS-T.; and
- II. The following aggregate data on AA-T and AS-T California community college transfer students ("Transfer Students"):
 - A. Annual summary total of Transfer Students by community college, average number of transfer credits accepted at the time of enrollment with APUS, and number of Transfer Students enrolled by APUS major.
 - B. For matriculated Transfer Students:
 1. A Fall-to-Fall retention rate somewhat similar to Integrated Postsecondary Education Data System (IPEDS) retention definitions and time frames.
 2. Number of Transfer Students still active, on program hold, and disenrolled at the end of 12 months and 24 months (as determined by their student academic status).
 3. Completion
 - i. Number of Transfer Student graduates by major by year
 - ii. Average GPA of Transfer Student graduates by major by year
 - iii. Average number of APUS credits accumulated by Transfer Student graduates by major by year
 4. Financial aid
 - i. Average annual Transfer Student loan amount
 - ii. APUS average loan amount from IPEDS reporting (publicly available on College Navigator)

*Upon completion of the necessary process and system modifications, APUS will notify Chancellor's Office of its reporting cadence and corresponding timeframes.test

IX. Marketing and communications

APUS acknowledges Chancellor's Office equity in the established Associate Degree for Transfer brand, and recognizes that consistent use of the brand's existing marketing and awareness materials will strengthen the Chancellor's Office's brand and will ensure brand identity and



consistency in messaging when marketing to students. APUS will align its marketing and communication efforts to the brand, including the use of toolkits, brochures, flyers, logos, customizable social media posts, and other resources developed by the Chancellor's Office. APUS may, at its own cost, modify such materials to incorporate the Associate Degree for Transfer brand and messaging into APUS's general enrollment marketing efforts, but shall do so in a manner that conforms to the Chancellor's Office's Associate Degree for Transfer brand guidelines.

The Chancellor's Office supports and will encourage California community colleges to collaborate with APUS so that partnership information is available to students, faculty, and staff, including the ADT similar programs at APUS. APUS will also work in collaboration with the Chancellor's Office to assist in dissemination of information to students, faculty, and staff at California community colleges, including transfer via the ADT to APUS. California community colleges will be encouraged to publicize locally Chancellor's Office support for this agreement to inform students, faculty, and staff of the MOU's benefits. Information will be encouraged through established internal California community college communication channels (such as student and employee newsletters, website pages, and listservs).

APUS and the Chancellor's Office will co-promote the ADT program in the A Degree with a Guarantee website (www.icangotocollege.com), individual campus websites related to the ADT, marketing materials, social media and other communication channels, and other avenues to disseminate information to students, faculty, and staff. Depending on the availability of funds, APUS may have an opportunity to be included in the California Community Colleges' statewide associate degree for transfer website, "ADegreeWithAGuarantee.com," which includes the "Find a College/Degree" tool. APUS agrees that to be eligible for inclusion, APUS must submit data in a format and in a manner determined by the Chancellor's Office. This data shall be provided twice annually, on or before December 1, and June 1.

The parties grant to each other a non-exclusive, non-transferable license to use each other's trademarks and servicemarks in furtherance of the articulation and coordination detailed in this MOU, and in a manner solely for the purpose of identifying and communicating the existence of the relationship to the parties respective applicant, students, family, and alumni. Use of trademarks, servicemarks, and logos will comply with use policies of the originating institution. The parties shall discontinue the use of the licensed marks and return any and all files and materials containing the licensed marks supplied by the owner at termination or expiration of the MOU. Neither party grants to the other any interest in the other party's trademarks. Should either originating institution request, in writing, that a particular use of the originating institution's trademarks and/or servicemarks be discontinued, the non-originating institution shall cease and desist such use of the trademarks and/or servicemarks.



X. Term and Other Miscellaneous Provisions

APUS acknowledges that all students have a right to participate fully in community college educational processes, free from discrimination and harassment, and that community colleges have an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunities. Accordingly, APUS shall afford all persons, regardless of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other basis that is contained in the prohibition of hate crimes set forth in Penal Code, section 422, subdivision (a), equal rights and opportunities.

This MOU is effective between the Chancellor's Office and APUS as of September 1, 2021, and will continue for three (3) years thereafter, and it shall renew automatically for subsequent one (1) year renewal terms, unless terminated as set forth in this paragraph. Any party may terminate this agreement at any time, for any reason (e.g., with or without cause), upon thirty (30) days prior written notice to the other parties.

To the extent permissible by applicable law, in the unlikely event the partnership is ended, California community college ADT students who are in the admission process, and those receiving any educational benefit described in this agreement, will receive the full range of the benefits offered by this agreement, provided they remain in good academic standing at APUS.

This agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended, unless in writing and signed by both parties. The agreement supersedes all prior agreements, representations, warranties, promises, or commitments, whether written or oral, with respect to the subject matter contained in this agreement.

APUS retains and reserves all of its rights, title, and interest, including all intellectual property rights, in and to the courses and related materials and information they or their affiliates provide in connection with this agreement.

Except as expressly provided, this MOU is entered into solely between, and may be enforced only by and against APUS and the Chancellor's Office.

This MOU does not create a joint venture, partnership, agency, employment, or similar relationship between APUS and the Chancellor's Office. This MOU creates no rights in any third parties.

Each party agrees to hold harmless the other party against all liabilities incurred by the other party resulting from any third-party claim, demand, or action, due to the



party's violation of this MOU. APUS does not guarantee that use of its services will be uninterrupted or error-free.

Except as may be set forth in this agreement, no party makes any representation or warranty with respect to this MOU and its subject matter, and each party explicitly disclaims all representations and warranties, express or implied. In no event will any party be liable under this MOU for any indirect, special, consequential, exemplary, punitive, or incidental damages, however caused, even if advised of the possibility of such damages. the foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any limited remedy in this agreement.

Neither Party will make false, erroneous or misleading statements, representations, warranties or guarantees to its students, employees or other third parties with respect to the other Party.

Each Party acknowledges and agrees that it shall comply with the Family Educational Rights and Privacy Act, the U.S. Department of Education Program Integrity Regulations, and all other applicable laws, regulations, and accreditation requirements.

Each Party acknowledges that it may receive non-public information of the other party which may be marked as confidential or that should reasonably be understood to be confidential (“**Confidential Information**”). Each Party agrees to hold all Confidential Information in strict confidence and to not disclose Confidential Information or use it in any way, except in carrying out its obligations under the Agreement or to comply with applicable law. Each Party will maintain records of any and all disclosures they make of student data protected under the Family Educational Rights and Privacy Act (FERPA), including who has received it, and the purposes the party had for obtaining the protected data, as required by 34 CFR § 99.32(a)(3)(i)-(ii). Furthermore, both Parties will maintain records of any further disclosures of the data, including the names of additional parties to which the receiving parties may disclose the data, and the purposes such additional parties had for receiving the data. Each Party will maintain these disclosure records for so long as the student record is maintained

All notifications will be in writing and deemed given as of the delivery date. Notice will be sent to the attention of the representative set forth below or to such other representative as either Party may identify in writing. A copy of any notice to APUS must also be sent to Attention: Legal Affairs, 111 West Congress Street, Charles Town, WV 25414 (Legal@apus.edu).

APUS Contact Information:

American Public University System, Inc.
111 West Congress Street
Charles Town, WV 25414
Attn: Academic Partnerships

Chancellor's Office Contact Information:

Chancellor's Office
1102 Q Street, Suite 4400
Sacramento, CA 95811
Attn: Bob Quinn



California
Community
Colleges



E-mail: edpartners@apus.edu

E-mail: bquinn@cccoco.edu



California
Community
Colleges



This agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement.

*On behalf of the
California Community Colleges
Chancellor's Office*

*On behalf of
American Public University System, Inc.*







x Daisy Gonzales
Daisy Gonzales (9/26/2021)
Email: dgonzales@cscco.edu
**Dr. Daisy Gonzales, Acting
Chancellor**

x Wade T. Dyke
wdyke@apus.edu (9/26/2021)
Email: wdyke@apus.edu
Dr. Wade T. Dyke, President

Memorandum of Understanding (MOU)

Created: **09/24/2021**
Status: Signed
Transaction ID: e5179d85-8e2f-4c8d-b689-fd94b22eb215

"Memorandum of Understanding (MOU)" history

-  Bob Quinn created the document.
09/24/2021 11:29:12 PM GMT - IP address 205.154.226.230:60789
-  Document was emailed to wdyke@apus.edu
09/24/2021 11:29:13 PM GMT
-  wdyke@apus.edu signed the document.
09/26/2021 3:50:14 PM GMT - IP address 155.190.17.6:46468
-  Document was emailed to Daisy Gonzales
09/26/2021 3:50:15 PM GMT
-  Daisy Gonzales signed the document.
09/26/2021 6:35:37 PM GMT - IP address 205.154.226.230:43229
-  Document was successfully signed and filed
09/26/2021 6:35:38 PM GMT - IP address 205.154.226.230:43229