

# **MEMORANDUM OF AGREEMENT**

## **ARTICULATION**

THIS MEMORANDUM OF AGREEMENT (“MOA”) between NATIONAL UNIVERSITY (“NATIONAL”) a non-profit, public benefit corporation, organized under the laws of the State of California, United States of America, and Blue Ridge Community & Technical College, a post-secondary college, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, with reference to the following facts:

### **ARTICLE 1 RECITAL:**

**1.1** National University is a private institution of higher education accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (“WASC”) and other accrediting agencies. National maintains its administrative offices in La Jolla, California, and has campuses located throughout California and in Nevada. It is dedicated to making lifelong learning opportunities accessible to a diverse population of learners.

**1.2** National University offers both undergraduate and graduate degree programs in the College of Letters and Sciences, the Sanford College of Education and four schools: the School of Business and Management, the School of Engineering and Computing, the School of Health and Human Services, and the School of Professional Studies. National offers courses in a traditional classroom setting, delivers in a one-course-per-month format and various online programs, delivered via the internet, and other digital technologies. A list of the current courses and programs offered by National can be found on its website at [www.nu.edu](http://www.nu.edu) .

**1.3** National University is an affiliate of the National University System (“NUS”). The National University System is an alliance of operationally-independent and separately-accredited entities offering a variety of educational programs to diverse constituencies. The National University System includes National University, John F. Kennedy University, City University, National University International, National University Virtual High School, National

University Academy, Spectrum Pacific Learning Company, LLC, and the Center for Integrated Health, National University System Institute for Policy Research.

**1.4** Blue Ridge Community & Technical College is a post-secondary that serves the needs of students, its community college district and its communities by offering associate degrees, continuing education programs, career and technical education, and economic development.

**1.5** National and Blue Ridge Community & Technical College representatives will exchange information about their institutions as required to facilitate this agreement and the projects described herein.

**1.6** National and Blue Ridge Community & Technical College believe that an affiliation between the two institutions will provide opportunities consistent with their missions, including diversifying their academic program offerings, broadening their student populations, and providing expanded opportunities for students.

**1.7** National and Blue Ridge Community & Technical College agree that it is to their mutual benefit to establish an affiliation as outlined in this MOA.

**1.8** It is the express intent of the parties that the relationship contemplated by this MOA be conducted and implemented in a manner that is in strict compliance with the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1001, *et seq.* (“HEA”) and its implementing regulations.

## **ARTICLE 2 PURPOSE:**

**2.1** The purpose of this MOA is to acknowledge that students of Blue Ridge Community & Technical College in order to pursue a baccalaureate degree, they may transfer to a National baccalaureate degree program following completion of a certificate or associate’s degree program. Students must meet all National requirements and guidelines for admission to National University.

### **ARTICLE 3 ELEMENTS:**

**3.1** To be eligible for application to an advance start bachelor's degree program at National, the student enrolling must either submit proof of having been awarded an associate's degree from Blue Ridge Community & Technical College or be currently enrolled as a student at Blue Ridge Community & Technical College pursuing a transferable associate's degree. If a student chooses to enroll concurrently, he/she must sign a release of records to enable National and Blue Ridge Community & Technical College to coordinate the student records and advising.

**3.2** Any community college student who is currently enrolled in one or more transfer-level courses or was enrolled the prior term is eligible to enroll in National University's bachelor degree program. Each individual's earned community college transfer credits toward the bachelor degree will be evaluated upon receipt of transcripts and other admissions documents. Some community college students may be eligible for National University's advanced start baccalaureate option. A student will be accepted into the National University advanced start baccalaureate option if the student has completed an associate degree program (AA, AAS, AS, or specialized associate degree), which will be transferred for up to 69 semester units (or 103.5 quarter units) to meet all National University lower division General Education requirements (the student will only need to fulfill the General Education upper division component).

### **ARTICLE 4 PROGRAMS:**

**4.1** National will offer baccalaureate programs to Blue Ridge Community & Technical College's students at National University's General Catalog ("Catalog") in effect at the time each student is transferring.

**4.2** The total program shall satisfy all requirements for the degrees sought at Blue Ridge Community & Technical College and National.

**4.3** Blue Ridge Community & Technical College graduates will be given first priority for admission to courses and programs that are conducted as part of the agreement.

## **ARTICLE 5 ACADEMIC RESPONSIBILITIES:**

**5.1** National shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks (electronic); delivery of instructional programs; selection, approval and payment of faculty; admission, registration, and retention of students; evaluation of students prior education; evaluation of students progress; scheduling of courses; awarding academic credit; and conferring degrees.

## **ARTICLE 6 TERMS:**

**6.1** So as to assure the admissions and academic success of participating students, National and Blue Ridge Community & Technical College agree to develop, maintain, and improve, as necessary, a Program management system.

**6.2** Each institution will:

- a) Publicize the agreement and program among its students and faculty.
- b) Clearly delineate courses to be taken at Blue Ridge Community & Technical College and those to be complete at National University.
- c) Coordinate activities, monitor student progress, and evaluate and improve Program as necessary.
- d) List degree programs in the appropriate publication and web sites of the institution.
- e) Exchange regularly updated copies of their general catalogs and other publications, which may be helpful in advising students.
- f) Provide timely information about significant changes in the Program and programs of study that relate to the preparation of participating Program students
- g) Provide any other information that may be helpful with monitoring and supporting the academic success of participating Program students.
- h) Provide the opportunity for National to participate in Blue Ridge Community & Technical College Transfer Fairs.
- i) Assess the Program annually in collaboration to all prospective Blue Ridge Community & Technical College transfer students.

**6.3** National University will offer the following scholarship to transfer students from Blue Ridge Community & Technical College, who enroll in National University courses offered online. Students who are transferring from Blue Ridge Community & Technical College may be eligible for the *Transfer to Success* scholarship program. To be eligible, a student must meet the following requirements:

- Be enrolling for the first time at the University
- Be in good academic standing at the community college and have a 2.0 incoming grade point average at the time of application to National University
- Have completed at least 30 semester units at an approved community college
- The last semester of attendance was at an approved community college and within 24 months of application to National University
- Must be formally accepted to the University (Formal acceptance is achieved once all transcripts have been evaluated)
- All prior university and college academic transcripts must be submitted within 30 days following submission of the application for admission to be eligible for the Transfer to Success scholarship

The award will pay up to \$5,000. Fifty percent of the award will apply to two courses within the first six months; with the remainder applied to the last two courses of the degree program. In addition, the \$60 admission fee will be credited to the student account.

Financial aid resources may affect the student eligibility for this scholarship, including full funding for tuition from Cal Grant, military tuition assistance, reduced tuition rates for military and cohort, and employer reimbursement programs.

**6.4** Employees and alumni will be eligible to receive a 15% percent discount on the cost of National University tuition for all National courses taken onsite or online.

**6.5** The term of this Agreement shall be two (2) years, commencing on the date first set forth above, provided that either party may terminate this Agreement, without cause, at any time, upon thirty (30) days prior written notice to the other party. If the Agreement is terminated or if the

Program is discontinued due to low enrollment, students may complete the Program at any National University campus or center at the standard, non-discounted tuition rate.

**ARTICLE 7 INDEMNIFICATIONS:**

**7.1** Each party shall indemnify and hold harmless the other party and its affiliates, agents, employees and representatives from and against any and all liabilities, loss, costs, damages, or expenses, including attorney’s fees, which it or either of them may hereafter incur, suffer, or shall be required to pay by reason of: (i) any grossly negligent or intentional misrepresentation made by a party; or (ii) the breach of any binding covenant or condition in this MOA.

Recipients, all notices or other communications given under this MOA shall be in writing, addressed:

Blue Ridge Community & Technical College

National University

By: \_\_\_\_\_  
Peter G. Checkovich, President

By: \_\_\_\_\_  
Dave C. Lawrence, Vice Chancellor,  
Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_