

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 Fayetteville Technical Community College is made as of this 6th day of April, 2017__ 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 27 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 .

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

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

1.6 National and Fayetteville Technical Community 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 Fayetteville Technical Community 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 PURPOSES:

2.1 The purpose of this MOA is to acknowledge that students of Fayetteville Technical Community College in order to pursue a baccalaureate degree, they may enroll in National courses concurrent with their enrollment at Fayetteville Technical Community College, or 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 be currently enrolled as a student at Fayetteville Technical Community 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 Fayetteville Technical Community College to coordinate the student records and advising.

3.2 Fayetteville Technical Community College students transferring credits toward the bachelor degree will be evaluated upon receipt of transcripts and other admissions documents. Fayetteville Technical 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 The total program shall satisfy all requirements for the degrees sought at Fayetteville Technical Community College and National.

4.2 Fayetteville Technical Community 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 Fayetteville Technical Community 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 Fayetteville Technical Community 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 Fayetteville Technical Community College Transfer Fairs.
- i) Provide the opportunity for National staff to make a 10 minute presentation at a Dean of Departments meeting on campus once a year for programs updates.
- j) Assess the Program annually in collaboration to all prospective Fayetteville Technical Community College transfer students.

6.3 National University will offer the following scholarship to transfer students from Fayetteville Technical Community College, who enrolls in National University courses onsite or online. Students who are transferring from Fayetteville Technical Community College may be eligible for the *Transfer to Success* Scholarship program.

Transfer to Success

National University is committed to supporting the success and achievement of community college students continuing their academic journey through its Transfer to Success Scholarship. The Transfer to Success Scholarship is intended for California or Nevada community college students, or students from an approved out-of-state community college, who will enroll at National University directly from community college with the goal of earning a bachelor's degree. The award will pay up to \$5,000 and the admission fee will be credited to the student's account. Students who meet the eligibility criteria outline below will automatically be considered for this scholarship following formal acceptance to the University. 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
- Have completed their last semester at an approved community college within 24 months of applying
- Be formally accepted to the University (all transcripts must be submitted within 30 days of applying)

Transfer to Success Scholarship funds will only be applied toward the tuition cost for academic coursework. The award will cover 50 percent of two courses completed within the first six months, and full tuition for the last two courses in the degree program.

6.4 Employees and alumni will be eligible to receive a ten (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 five (5) 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

If to National, to;

~~Randy C. Frisch~~
National University
11355 North Torrey Pines Road
La Jolla, California 92037-1011
Phone: (858) 642-8593
Fax: (858) 642-8711

DAVE C. LAWRENCE
Vice Chancellor, Finance

If to Fayetteville Technical Community College; to

Dr. DeSandra W. Washington
Associate Vice President for Academic Support
Fayetteville Technical Community College
171 Laketree Blvd.
Spring Lake, NC 28390
910-678-1009

Fayetteville Technical Community College

Signature: 

Name: J. Larry Keen

Title: President

Date: 3-22-17

National University

Signature: 

Name: DAVE C. LAWRENCE

Title: Vice Chancellor, Finance

Date: 4/6/17