



**Memorandum of Understanding
by and among the
California Community Colleges Chancellor's Office, the
Association of Independent California Colleges and Universities, and
Association of Independent California Colleges and Universities Participating Institutions**

This memorandum of understanding (agreement) between the California Community Colleges Chancellor's Office (CCCCO), whose address is 1102 Q Street, 6th Floor, Sacramento, CA 95811 and the Association of Independent California Colleges and Universities (AICCU), whose address is 1121 L Street, Suite 802, Sacramento, CA 95814, is effective _____, 2018. This agreement is effective between the CCCCCO and each individual AICCU Participating Institution (AICCU-PI) as of the date an addenda to this agreement is signed by authorized representatives of the CCCCCO and the AICCU-PI.

AICCU, the organizational voice for the Independent California College and University (ICCU) sector, enters into this agreement with the CCCCCO, the system-wide office for the California Community Colleges (CCC) system. The purpose of this agreement is to ensure acceptance of prior coursework and to facilitate the transfer of CCC students who have completed a CCC Associate Degree for Transfer (ADT) to an AICCU-PI.

The CCC and AICCU recognize that student transfer from community colleges to California's four-year higher education institutions as being central to providing accessibility to a baccalaureate education for the citizens of California. The Master Plan for Higher Education in California sought transfer opportunities to both public and independent higher education institutions.

This agreement is for the purpose of articulating and promoting the ADT; however, the effort will also support the streamlining and strengthening of other existing transfer pathways, resulting in more CCC students who are academically prepared and provided greater opportunity to transfer to a program and institution that best helps them succeed and achieve their educational goals.

To accomplish this, AICCU, AICCU-PIs, and the CCCCCO commit to the following:

I. Admission

AICCU and AICCU-PIs recognize that ADT students have received a rigorous, quality education at the CCC and, thus, are prepared to succeed at the AICCU-PIs. AICCU-PIs will extend a guarantee of admission to all CCC students who obtained an ADT and have met an AICCU-PI's

additional institutional requirements, if any, as expressly identified in a separate addenda between the AICCU-PI and the CCCCO. An AICCU-PI's guarantee of admission shall be in place before students enter the CCC in Fall 2019, or by a date identified in a separate addenda between the AICCU-PI and the CCCCO. The ADT guarantee of admission does not displace or supplant any existing or future campus-based admissions guarantees.

II. Transferability of Credit

With respect to students wishing to complete their education at AICCU-PIs, for credits taken and accepted by that CCC as associate level, a minimum of 60 semester units or 90 quarter units will be transferable to AICCU-PIs for core courses that align to the major provided the student received a passing grade/grade equivalent to a C or better in the applicable 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 an AICCU-PI, AICCU-PIs agree to accept an ADT in lieu of the AICCU-PI's lower division general education requirements.

IV. Articulation

The CCC ADT will be articulated by the AICCU-PIs at the degree level to comparable AICCU-PI majors. AICCU-PIs will publish transfer information for the CCC 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 AICCU-PI program will enroll at that AICCU-PI at junior standing, and require no more than 68 additional semester units and 102 additional quarter units at AICCU-PIs to complete a bachelor's degree within the similar program. High unit majors and additional campus-specific courses or requirements that an institution requires for graduation by all undergraduate students, and that would not otherwise be considered an educational requirement at a public institution shall be exempt from the unit cap.

V. Student Advising

The AICCU-PIs will provide additional pre-enrollment information and advice to CCC students through in-person, online and telephonic advising, including around the ADT and additional coursework that may be required of all students prior to graduation.

CCCs will ensure that AICCU-PIs have the opportunity to come onto the campuses to engage with potential CCC transfer students about potential pathways, including the ADT, and financial aid available. AICCU-PIs' Office of the Registrar will maintain articulation agreements with CCCs and a list of active partnerships will be made available on the AICCU-PIs' websites.

Faculty advising and mentoring are a hallmark of an independent higher education will be available by discipline to students once enrolled at the AICCU-PI. Materials for potential students will be available online and degree program guides may be printed.

VI. Financial aid

AICCU member institutions are committed to providing access through need-based financial aid and guidance for qualified students. AICCU-PIs will examine ways to provide the most affordable access to students transferring via the AS-T and AA-T, and will provide financial aid counseling regarding all financial aid options. AICCU-PIs will share this information with the CCCO and campuses are part of the guidance and promotional materials. Each AICCU-PI addenda may provide additional information about the types of financial aid and guidance that will be provided to CCC students. Consistent with CCC accreditation requirements, the CCCs will continue to educate their students on best use of financial aid monies, including the preservation of aid for use at the AICCU-PI.

VII. Data collection and analysis

Under this agreement, AICCU will provide to the CCCCO annual aggregated, de-identified annual data related to ADT admissions, enrollment, persistence, and graduation. AICCU will work collaboratively with CCCCO to identify agreed upon data that can be calculated and analyzed. AICCU will work with AICCU-PIs to track students entering via the ADT.

VIII. Marketing and communications

The CCCCO supports and will encourage CCCs to collaborate with AICCU-PIs so that partnership information is available to students, faculty, and staff, including the ADT programs at AICCU-PIs. AICCU and AICCU-PIs will also work in collaboration with the CCCCO to assist in dissemination of information to students, faculty, and staff at CCCs, including transfer via the ADT to AICCU-PIs. CCCs will be encouraged to publicize locally the CCCCO's support of this agreement to inform students, faculty, and staff of the agreement's benefits. Information will be encouraged through established internal CCC communication channels (such as student and employee newsletters, website pages, and listservs).

AICCU and the CCCCO will co-promote the ADT program in the A Degree with a Guarantee website (<http://adegreewithaguarantee.com>), individual campus website related to the ADT, marketing materials, social media and other communication channels, and other avenues to disseminate information to students, faculty, and staff.

IX. ADT Major Development

The CCCCO and its faculty representatives, the Academic Senate for the California Community Colleges, and AICCU and its faculty representatives will work with the California State University and its faculty representatives, the Academic Senate for the California State University, to consider the development of new ADT majors.

X. Addenda

Any AICCU-PI which desires to participate in this agreement shall execute a separate addenda

with the CCCCCO evidencing the AICCU-PI's commitment to the terms of this agreement. The addenda shall incorporate the terms of this agreement by reference, but may provide additional resources, commitments, or guarantees to CCC students above and beyond those provided in this agreement. Each addenda will be governed by the terms of this agreement, and will be signed by authorized representatives of the CCCCCO and the AICCU-PI.

XI. Term and Other Miscellaneous Provisions

The term of this agreement shall be ongoing commencing on the date first set forth above. 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. Any addenda entered into between the CCCCCO and an AICCU-PI shall become a separate agreement enforceable between the parties to the addenda. In the event that AICCU terminates this agreement, this agreement and any addenda thereto shall remain in full force and effect between the CCCCCO and AICCU-PIs.

In the unlikely event the partnership is ended, CCC 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 AICCU-PIs.

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 or in an addenda executed consistent with Section X. 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.

AICCU and AICCU-PIs retain and reserve all of their 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 agreement is entered into solely between, and may be enforced only by and against AICCU, AICCU-PIs, and the CCCCCO.

NO PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT 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 AGREEMENT 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.

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*

Eloy Ortiz Oakley, Chancellor

Date

*On behalf of the
Association of Independent
California Colleges and Universities*

Kristen F. Soares, President

Date