

## College Alliance Memorandum of Understanding

This College Alliance Memorandum of Understanding ("MOU") is between University of Phoenix, Inc. ("University") with its principal place of business at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 and Las Positas College ("LPC") located at 3000 Campus Hill Drive, Livermore, California 94551-7623.

### **University of Phoenix For-Credit Transfer Contributions to LPC Students:**

1. Students transferring to University of Phoenix into an undergraduate baccalaureate degree program with a previously completed CSU (California State University) or IGETC (Intersegmental General Education Transfer Curriculum) certification will be considered as satisfying their liberal arts General Education breadth for their degree program. This transfer certification policy is effective for new students enrolling as of 07/01/2013. Students residing in a state other than California at the time of enrollment at University may not be eligible for the CSU and IGETC general education block transfer, and the CSU and IGETC general education block transfer does not apply to the following programs: BSN, LPN/BSN, LVN/BSN, P/VN/BSN, BSLS, BSED/E, BS/BIO, BA/ENG, BS/EVS, BS/HIS, and BSIT {all concentrations}. Students will be required to provide verification of certification upon enrollment. The University will provide a ten (10%) tuition reduction to applicable students.
2. The University will provide a ten percent (10%) tuition reduction to new students entering into a bachelor level degree program at the University who obtain an associate's degree from LPC after the effective date of this MOU. After the effective date of this MOU and after the date the student has been confirmed as having an associate's degree from LPC, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's admission policies.
3. Students transferring to University of Phoenix into an undergraduate bachelor degree program with a previously completed regionally accredited Associate of Arts degree from LPC will be considered as satisfying their lower division elective and general education requirements making the student Required Course of Study ready at University of Phoenix. Students utilizing this policy will still need to meet all pre-requisite or state specific content requirements as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education builds including: BSN, LPN-BSN, BSLS, BSED/E, BS/BIO, BA/ENG, BS/EVS, BS/HIS, BSIT.
4. Associate of Science and Associate of Applied Science degrees are evaluated on a program to program basis. The University of Phoenix shall provide a sample Transfer Pathway exemplifying how an associate's degree may transfer to a bachelor's degree offered at the University of Phoenix. The Transfer Pathway can be made available to students, faculty, and advisors as LPC deems fit. The University of Phoenix will provide sample Transfer Pathways for additional associate degree programs upon request and when reasonable to do so at the University of Phoenix's sole discretion.
5. For academic-credit certificate program courses will be transferred to University of Phoenix without a fee.

### **University of Phoenix Non-Credit Workforce Development Contributions to LPC Students:**

1. The University will provide a one hundred percent (100%) Prior Learning Assessment fee waiver for the assessment of community college non-credit training or certificate classes (that have not been transcribed as transferrable college level credit towards a certificate or degree program offered at LPC) to LPC students to pursue a undergraduate degree Program at University. Coursework which is remedial or developmental in nature is not eligible for assessment, and the waiver of this fee is not a guarantee for a credit award through assessment of these materials. All students are subject to the University's prior learning assessment policies.
2. The MOU will cover training completed at LPC or an affiliated skill or training center as listed on Addendum A, after the effective date of this MOU. If no affiliated skill or training centers are listed on Addendum A, then this provision shall only be effective for LPC as listed above.

### **University of Phoenix Contributions to LPC Faculty & Staff:**

1. The University will provide a ten percent (10%) tuition reduction and a one hundred percent (100%) Prior Learning Assessment ("PLA") reduction to LPC's employees who enter into a bachelor level program or higher, including certificate programs, and single courses, including professional development courses, who meet the University's admission standards. After the effective date of this MOU and after the date the student identifies as an employee of LPC, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's student policies.

### **University of Phoenix Contributions to Increasing Awareness of Alliance:**

1. University of Phoenix shall publish a Course Transfer Guide in PDF file which will include course-by-course transfer categories demonstrating where LPC courses may apply towards lower division general education and elective-category courses in transfer to the University.
2. The University will provide a link to a University website to assist with seamless transfer.
3. The University will provide information to support LPC's internal promotion of continuing education.

### **LPC Contributions to Increasing Awareness of Alliance:**

1. LPC will make its course catalogue available on an annual basis for University of Phoenix course transfer evaluations. LPC agrees to permit the University to publish the Course Transfer Guide publicly on *phoenix.edu*.
2. Subject to LPC's policies and preferences, LPC will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.

**General Terms and Conditions:**

1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU upon thirty (30) days prior written notice. If either party believes that the MOU might violate any law or regulation, adversely affect its accreditation, or any license or exemption issued by a Federal or State educational board or commission, either party may terminate the MOU immediately upon written notice to the other party.
2. The University may use LPC's name verbally for reference purposes only. LPC grants the University the right to use LPC's name and logo in writing for purposes of this MOU only.
3. Each party acknowledges that the relationship with the other is that of an independent contractor.
4. Each party agrees to abide by all applicable Federal and State Laws. This MOU shall be governed by and construed in accordance with the Laws of the State of Arizona. Jurisdiction for any claim, dispute, or lawsuit shall be Maricopa County, Arizona.
5. This MOU does not create any rights, title, or interest for any entity other than the University and LPC.
6. Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and a grade of C or higher to transfer towards Required Course of Study requirements at the University.
7. LPC represents and warrants that it is an Associate-Degree Granting Institution currently accredited by an approved regional or national accrediting body. The University may terminate this agreement immediately upon a change in accreditation status and/or if LPC fails to notify the University of a change in accreditation status.
8. The LPC will update Addendum A and provide an updated electronic copy to the University within ten (10) business days of a new skill or training center being established or an existing skill or training center being discontinued.

**LAS POSITAS COLLEGE**

**UNIVERSITY OF PHOENIX, INC.**

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