



***Memorandum of Understanding (MOU)***  
Between Arizona Western College and National University

THIS MEMORANDUM OF UNDERSTANDING ("MOU") between NATIONAL UNIVERSITY ("NU") a non-profit, public benefit corporation, organized under the laws of the State of California, United States of America, and Arizona Western College ("Community College") is a post-secondary institution located in Yuma, AZ is made as of this 16 day of August 2021 with reference to the following facts:

**I. Purpose:**

This Memorandum of Understanding ("MOU") is subscribed to by Community College and NU to provide a seamless transfer process for Community College students wishing to pursue NU's Bachelor's programs and receive a tuition discount scholarship or other transfer scholarship designed to support a successful transfer. The tuition discount scholarship will also be extended to Community College Alumni (*Alumni are defined as CC graduates who have earned a transferable associates degree at any point from Community College*).

**II. Brief Tuition Discount Scholarship Description:**

This agreement recognizes students transferring to NU upon completion of their Transferable Associates Degree and begin classes at NU within twelve (12) months will receive a 15% transfer scholarship pursuant to Section IV subsection c herein. This agreement recognizes the alumni of Community College who have completed a transferable associates degree at any point in time from Community College will also be eligible for this tuition reduction scholarship. NU will review each student to determine the best tuition benefit program based on eligibility and current institutional offerings in addition to the above-mentioned tuition reduction scholarships. Regarding transferability of credits, see the Articulation Agreement and degree pathways in Exhibit(s) of this MOU.

In addition to the transfer scholarship offered to Arizona Western College students transferring to National University, military and veteran affiliated students may be eligible for the Military Tuition Discount or the Veteran, Spouses and Dependents Scholarship. The Military Tuition Discount offers undergraduate level courses at a tuition rate of \$747.00 per 4.5 quarter unit course (\$166.00 per quarter unit) and graduate level courses at a tuition rate of \$981.00 per 4.5 quarter unit course (\$218.00 per quarter unit). The Veteran, Spouses, and Dependents Scholarship offers veterans and their family members who are not using or do not have access to the Post-9/11 GI Bill or Fry Scholarship a 25% discount from the standard tuition rate. Eligibility for the Military Tuition Discount and the Veteran, Spouses and Dependents Scholarship will be confirmed during the enrollment process.

**III. Student Entrance Policy:**

Community College students/alumni will be accepted according to the policies and guidelines, currently stated on individual program webpages accessed from [www.nu.edu](http://www.nu.edu). Community College students seeking their Associate degree must comply with the official policies and procedures of NU as they may be amended from time to time, including without limitation, participation in the financial aid programs, student counseling, and advising and other student services.

#### IV. TERMS:

- a. Each institution will:
  1. Publicize the agreement and program among its students and faculty.
  2. Clearly delineate courses to be taken at Community College and those to be complete at NU.
  3. Coordinate activities, monitor student progress, and evaluate and improve program as necessary.
  4. List degree programs in the appropriate publication and web sites and print materials of the institution.
  5. Exchange regularly updated copies of their general catalogs and other publications, which may be helpful in advising students.
  6. Provide timely information about significant changes in the program and programs of study that relate to the preparation of participating program students
  7. Provide any other information that may be helpful with monitoring and supporting the academic success of participating program students.
  8. Provide the opportunity for NU to participate in Community College Transfer fairs, staff office hours, and provide online information sessions in partnership with the Community College.
  9. Provide the opportunity for staff to make presentations at academic department meetings relevant to the program and transfer departments.
  10. Schedule joint department meetings as needed for program updates to include academic leadership from both institutions.
  11. Provide the opportunity to host information by way of a resource table on campus and webinars, materials on websites, and through social media as needed.
  12. Assess the partnership annually in collaboration to discuss successes, opportunities, and challenges needed to improve student outcomes.
  13. Each institution will designate a representative who will coordinate the execution of this MOU.
    - i. The POC at Community College shall be the (POSITION XXXX /e.g. Articulation Officer)
    - ii. The POC at NU shall be the CC Account Manager
  
- b. NU will provide the following:
  1. Students will have access to academic, financial aid advisor / counselors.
  2. Students will be provided with financial aid information and advising with full consideration for university financial aid.
  3. Veteran students will be provided information and support including veteran certification where applicable, upon matriculation.
  4. Active-duty service members, reserve and their dependents will receive information related to the benefits available at NU through our military tuition discount.
  5. Students will receive applicable scholarships and/or tuition discounts for the duration of their enrollment if the student maintains continuous enrollment.
  6. Students may transfer a maximum of 135 quarter units (90 semester units) toward a bachelor's degree.
  7. Students will be notified at the time of admission of all entrance to major requirements.
  8. Students will have on-demand access to their (Academic Advisement Report) which provides real time updates on their academic progress.
  9. Students will be governed by the NU degree requirements in effect at the time of admission as long as the student maintains continuous enrollment. If continues enrollment is not maintained, students will be admitted to the appropriate catalog year requirements.
  
- c. **NU Tuition Discount Scholarships:** NU will offer scholarship options to transfer students from Community College. Upon individual eligibility verification, participants will be afforded **one of the following scholarships:**

1. 15% AA/AS to bachelor's Tuition Reduction Scholarship.
    - i. Students must enroll within twelve (12) months of earning their degree from Community College.
  2. 15% Alumni Tuition Reduction Scholarship to be eligible, a student must meet the following requirements:
    - i. Student must have earned a transferable associates degree at any point from Community College.
  3. Eligibility Criteria:
    - i. Have a 2.0 incoming grade point average at the time of application to NU;
    - ii. All prior university and college academic transcripts must be submitted within thirty (30) days following submission of the application for admission to be eligible; and
    - iii. Must be formally accepted to the NU (Formal acceptance is achieved once all transcripts have been evaluated).
  4. NU will review each student to determine the best tuition benefit program based on eligibility and current institutional offerings in addition to the above-mentioned tuition reduction scholarships.
- d. This MOU shall be effective upon execution by both parties and shall continue for five (5) years from date of latest signature below. This Agreement will be re-evaluated for effectiveness and renewal sixty (60) days prior to expiration.
1. NU and Community College will work collaboratively to conduct an annual reviews of program effectiveness and goal attainment. If problems arise during the tenure of this agreement, the respective parties shall, by mutual consent, review the content and if necessary, revise the agreement as deemed appropriate. Either party to this agreement can terminate the agreement upon thirty (30) days prior written notice to the other party. However, in the event that this Memorandum is terminated, NU commits to Community College that students who are at any stage of their degree studies under this Agreement, and who have been admitted to NU shall be entitled to pursue transfer to NU under the articulation protocols established herein.

**V. Marketing:**

NU and Community College may work together to promote this MOU to the participants which may include on-site events and distribution of electronic and physical marketing materials. The parties may utilize each other's trademarks in connection with promoting the MOU, provided the other party pre-approves such use in writing; neither party shall gain any right, title or interest in any name or trademark of the other party. Authorizations will expire at the end of the termination of this agreement unless extended in writing.

**VI. Amendments and Modifications:**

This Agreement shall not be varied, altered, modified, canceled, changed, or in any way amended except by mutual consent or agreement of the parties.

**VII. Indemnity:**

To the extent permitted by law, each party shall indemnify, defend and hold each other harmless, including any affiliate, director, officer, trustee and employee, from and against claims, actions, suits or proceedings regarding or relating to the performance of this Agreement, except those actions that are the sole negligence or willful misconduct of the offending party.

**VIII. Limitation of Liability:**

Limitation of Liability, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party or any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

**IX. Invalidity and Severability:**

If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, or non-compliant for any reason, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

**X. Miscellaneous Provisions:**

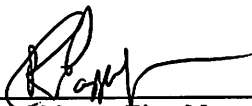
Each party to the fullest extent permitted by law agrees this MOU: (a) shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective legal representatives, successors, or assigns; (b) headings are for reference only; (c) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; (d) electronic signatures may suffice as originals; (e) will be construed and enforced in accordance with the laws in the State of California, in the Northern San Diego, California judicial district; and (f) is superseded by any previous Agreements, representations, and/or understandings.

**XI. Execution:**

By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that they are authorized to sign on behalf of their organization to all the terms and conditions of this Agreement. This Agreement and any attachments constitute the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties related to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement pursuant to the terms and conditions outlined herein as of the date set forth below.

**Arizona Western College**

  
\_\_\_\_\_

Last Name, First Name

TITLE *Vice President for Finance*

*11-8-21*

\_\_\_\_\_  
Date

**National University**



Dave Lawrence (Jan 10, 2022 12:36 PST)

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**Dave C. Lawrence, MBA, Ed.D.**  
**Vice Chancellor, Finance**

Jan 10, 2022

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**Date**

Exhibit A  
Articulation Agreement  
Degree Road Maps

Transfer Pathways

*National University accepts transferable credit from Regionally Accredited Institutions. Transferable credit must be at the college level.*

*National University will accept the following General Education certifications: STATE CC GE Block Transfer Credit Units (If Agreed Upon).*

*All requirements for STATE General Education Patterns must be completed and certified prior to transferring to National University. National University will not accept partial certifications. Students transferring with full certification will be required to take only upper-division general-education courses at National University in order to fulfill the unit requirement for general education, typically one to three courses. Students must provide an official transcript with the certification included or provide a separate certification form.*

*Special Note: Students who complete all General Education coursework at the Community College will be required to take one upper division general education elective for their program to meet the upper division general education requirement.*

*Remedial courses taken to achieve minimum levels of collegiate level competency in the areas of writing and mathematical concepts and systems do not satisfy any portion of the general education requirement.*

*The articulation guides provided on National University's online Transfer Credit Calculator located <https://www.nu.edu/admissions/undergraduate/transferInformation/> are one-way only, meaning that the courses listed are the only courses accepted by National University. To see which courses from National University will transfer to an external institution, the student will need to contact the external Institution.*

*Appendices:*

- 1. Major Articulation Agreement with Community College (Exhibit B)*
- 2. X Program Pathways Document (Exhibit C)*
  - a. Example: AA/AS in X-to- NU's (bachelor's degree) Course Equivalency Program Pathway Document*