

MEMORANDUM *of* UNDERSTANDING
CALIFORNIA COMMUNITY COLLEGES

and
WESTERN GOVERNORS UNIVERSITY

This memorandum of understanding (agreement) is effective as of September 19, 2017 by and between Western Governors University (WGU), a private, non-profit online university, whose address is 4001 South 700 East, Salt Lake City, UT 84107, and the CALIFORNIA COMMUNITY COLLEGE CHANCELLOR'S OFFICE (CCCCO), whose address is 1102 Q Street, Suite 4550, Sacramento, CA 95811.

WGU enters into this agreement with CCCCCO, the system wide Chancellor's Office for California Community Colleges. The purpose of this agreement is to permit California Community College (CCC) students who have completed their lower-division transfer requirements or a CCC associate's degree to transfer to WGU by ensuring acceptance of prior coursework as more thoroughly described in the sections below. Additionally, CCCCCO and CCC employees will be entitled to the same benefits. CCC students will be afforded the following opportunities:

I. ADMISSION

CCC transfer students will be granted admission to WGU if they have completed an Associate Degree for Transfer (AA-T/AS-T) or appropriate lower-division transfer credit requirements pursuant to WGU's policies and procedures. While we expect CCC transfer students to be prepared for WGU's rigorous programs, WGU must retain sole discretion in admission decisions.

II. TRANSFERABILITY OF CREDIT

With respect to students wishing to complete their education at WGU, credits taken at a CCC and accepted by that CCC as associate level, up to a maximum of 90 credits will be transferable to WGU for core courses that align to the major as long as the student has 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 WGU, WGU agrees to accept the California State University (CSU) General Education Breadth (CSU GE) pattern, the Intersegmental General Education Transfer Curriculum (IGETC), or a CCC Associate's degree that includes either of the foregoing. Associate's degrees with a local general education pattern within the degree, or the award of an Associate Degree for Transfer, will also be accepted, in lieu of the WGU's lower division general education requirements.

WGU also recognizes Statway/Quantway accelerated pathways. The Statway course will count as an equivalent transfer course for the Probability and Statistics course. The Quantway course will count as a transfer course for the Intermediate Algebra course.

IV. ARTICULATION

With respect to students wishing to complete their education at WGU, WGU will: 1) provide CCCCCO with the major preparation requirements for each of WGU's majors, and 2) initiate/continue major preparation articulation agreements, to the extent feasible, with all CCCs. CCC Associate Degrees for Transfer (AA-T/AS-T) will also be articulated by WGU at the degree level to comparable WGU majors. WGU will publish transfer information for the CCC Transfer Centers. Students awarded an Associate Degree for Transfer (AA-T/AS-T) and accepted for admission in a similar WGU program will enroll at WGU at Junior standing, and require no more than 60 additional semester units at WGU to complete a bachelor's degree within the similar program.

V. CATALOG RIGHTS

As a competency based university, WGU is committed to ensuring the most current and marketable competencies are delivered to our students. WGU is continually updating our programs and students are routinely migrated into the newest version. Only when such a migration would increase the number of competency units to be completed (thus extending the time to graduation and increasing costs to the student) are students removed from a planned migration. Those students, however, may choose to move into the most current version of their degree program.

VI. STUDENT ADVISING

The WGU will provide pre-enrollment information and advice to CCC students through online and telephonic advising. WGU's Office of the Registrar will maintain articulation agreements with CCCs and a list of active partnerships will be made available on partners.wgu.edu. In addition, faculty advising and mentoring by discipline will be available to students once enrolled at WGU. Materials for potential students will be available online and degree program guides may be printed.

VII. TUITION

Under this agreement, WGU will offer CCC transfer students at CCCs a five percent (5%) tuition discount for up to four (4) academic terms, subject to WGU's discretion in approving CCC transfer students for admission to WGU, as described in Section I above.

In addition to a 5% discount, transfer students from CCCs will also be eligible to apply for the Community College Partnership Scholarship valued at up to \$2,000. Recipients will receive a \$500.00 tuition credit each term, renewable for up to four terms based on satisfactory academic performance.

IX. DATA

Under this agreement, WGU will minimally provide CCCCCO annual data of the California Community College transfer students. The data will include number of students enrolled, by college, and number of students graduated by college, as well as the tuition discount amount provided. Additionally, WGU will work collaboratively with CCCCCO to identify agreed upon unitary data that can be calculated and analyzed.

X. MARKETING

The CCCCCO supports and will encourage CCCs to collaborate with WGU so that partnership information is available to students, faculty, and staff. WGU will also work in collaboration with the CCCCCO to assist in dissemination of information to students, faculty, and staff at CCCs. CCCs will be encouraged to publicize locally the Chancellor's Office 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/employee newsletters, web sites pages, and listservs).

XI. TERM AND OTHER MISCELLANEOUS PROVISIONS

The term of this agreement shall be two years commencing on the date first set forth above. After two years, the agreement will automatically renew on an annual basis.

Either party may terminate this agreement at any time, for any reason (e.g., with or without cause), upon thirty days prior written notice to the other party.

In the unlikely event the partnership is terminated, CCC transfer students who are in the admission process, and those receiving any educational benefit described in this agreement, will receive the full value of that benefit towards their students, as long as they remain in good academic standing at WGU.

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. 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.

WGU retains and reserves all of its right, title, and interest, including all intellectual property rights, in and to the courses and related materials and information it or its affiliates provide in connection with this agreement.

Except as expressly provided, this agreement is entered into solely between, and may be enforced only by, WGU and CCCCCO.

NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTIES WITH RESPECT TO THIS AGREEMENT AND ITS SUBJECT MATTER, AND EACH PARTY EXPLICITLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER 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.

SIGNED ON SEPTEMBER 18, 2017 IN THE CITY OF SACRAMENTO.

9/18/17
DATE

MR. ELOY ORTIZ OAKLEY
CHANCELLOR, CALIFORNIA COMMUNITY COLLEGES

9/18/17
DATE

MR. SCOTT D. PULSIPHER
PRESIDENT, WESTERN GOVERNORS UNIVERSITY





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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

WESTERN GOVERNORS UNIVERSITY
WGU

Mr. Eloy Ortiz Oakley

Mr. Scott D. Pulsipher

Chancellor
California Community College System

President
WGU

Date

Date