MEMORANDUM OF UNDERSTANDING BETWEEN AMERICAN PUBLIC UNIVERSITY SYSTEM AND JOHN TYLER COMMUNITY COLLEGE

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into this Sept 1, 2012 by and between JOHN TYLER COMMUNITY COLLEGE, and American Public University (“APUS”) (individually a “Party” and collectively the “Parties”).

DESCRIPTION OF THE PARTIES

American Public University System includes American Public University (APU) and American Military University (AMU) and serves more than 100,000 learners worldwide. APUS’s relevant curriculum, affordability, and flexibility help students pursue degrees in subjects ranging from homeland security to management and liberal arts. American Public University System is regionally accredited by the Higher Learning Commission (HLC) of the North Central Association. The APUS mission includes expanding access to higher education and preparing graduates for service and leadership in a diverse, global society.

John Tyler Community College (JTCC) is the 5th largest out of 23 colleges within the Virginia Community College System serving thousands of students each year. JTCC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (1866 Southern Lane, Decatur, Georgia 30033-4097; 404-679-4500) to award associate degrees, certificates and career studies certificates. The mission of JTCC is to provide quality educational opportunities that inspire student success and community vitality with a vision of a success story for every student.

AGREEMENT

APUS and JOHN TYLER COMMUNITY COLLEGE hereby agree as follows:

1. American Public University System and JOHN TYLER COMMUNITY COLLEGE will maintain the integrity of their separate programs and enter into this agreement as equal partners.
2. Advising of JOHN TYLER COMMUNITY COLLEGE students – Advising of JOHN TYLER COMMUNITY COLLEGE students regarding admission and program requirements to APUS will be the responsibility of the regular advising staff at JOHN TYLER COMMUNITY COLLEGE and APUS. APUS will designate one or more points of contact to respond to advising questions from JOHN TYLER COMMUNITY COLLEGE advisors. JOHN TYLER COMMUNITY COLLEGE will monitor the academic performance of their students enrolling under this agreement, and identify problems that may interfere with the successful transfer student to APUS.
3. **On-Site Outreach** – APUS will arrange with JOHN TYLER COMMUNITY COLLEGE to meet and make contact with potential JOHN TYLER COMMUNITY COLLEGE transfer students at a minimum of two times annually. JOHN TYLER COMMUNITY COLLEGE will provide an appropriate location for presentations and advising.

4. **Communication** – JOHN TYLER COMMUNITY COLLEGE and APUS agree to cooperate in communicating with each other and with their common and respective publics concerning the established relationship between the two institutions.
   a. Any marketing of the MOU, beyond the web site or catalogs, will be subject to the prior approval of both parties.
   b. Each institution will assume responsibility for appropriate marketing to reach their respective student and faculty populations.
   c. Each institution will designate a marketing point of contact.
   d. APUS will not market or promote to JOHN TYLER COMMUNITY COLLEGE students any lower division courses that JOHN TYLER COMMUNITY COLLEGE is scheduled to teach during the period of the MOU.
   e. Faculty and staff at both institutions will communicate information about this agreement to students and prospective students.
   f. JOHN TYLER COMMUNITY COLLEGE may provide at its website, a link to the APUS website and APUS will provide a link to JOHN TYLER COMMUNITY COLLEGE website.
   g. Representatives from APUS and JOHN TYLER COMMUNITY COLLEGE will communicate annually to exchange updated degree requirements, admissions, and transfer information to be used the subsequent academic year. Each institution will notify the other of any contemplated planned changes that would affect the future of this agreement.

5. **Exchange of Student Information** – APUS and JOHN TYLER COMMUNITY COLLEGE agree to exchange transfer information for the purpose of monitoring and enhancing student academic success. The information may also be used to enhance curricular offers. At no time will Family Education Rights and Privacy Act (FERPA) regulations or requirements be violated. In particular, the Provost Office of APUS will provide yearly statistical and global data to JOHN TYLER COMMUNITY COLLEGE for the achievement of transfer students from JOHN TYLER COMMUNITY COLLEGE: GPA, success in course completion after the first semester.

6. **Concurrent Enrollment** - Students may concurrently take courses at both institutions, as well as have access to advising and other services at both institutions, although the transfer block credit cannot be awarded until after the student submits an official transcript from JOHN TYLER COMMUNITY COLLEGE showing an eligible conferred degree. Students will complete all transfer requirements at JOHN TYLER COMMUNITY COLLEGE and APUS will not compete with the college for freshman/sophomore courses.

7. **Financial Aid** - Federal regulations require that students receive financial aid from only a single college from which courses are taken during a given quarter or semester. Advisors should recommend that financial aid recipients take all their courses at either APUS or JOHN TYLER COMMUNITY COLLEGE. If a student attends
both institutions in a single semester, financial aid may be granted from only one institution.

8. **Eligibility**
   
a. Students who were conferred a designated transfer AA or AS degree by JOHN TYLER COMMUNITY COLLEGE on or after May 1, 2011 and enrolled at APU into an eligible Baccalaureate degree without selecting a concurrent minor or certificate.
   
b. Only JOHN TYLER COMMUNITY COLLEGE students who are admitted to APU on or after Sept 1, 2012 are eligible for this block agreement. Students already enrolled at APU prior to Sept 1, 2012 are not eligible for the block transfer.
   
c. JOHN TYLER COMMUNITY COLLEGE students are eligible for this block transfer agreement regardless of where they completed all of their previous courses for their JOHN TYLER COMMUNITY COLLEGE degree, as long as an eligible degree was earned from JOHN TYLER COMMUNITY COLLEGE per the eligibility requirements above.

9. **Award**
   
a. Eligible JOHN TYLER COMMUNITY COLLEGE graduates will be granted junior status at APU and the degrees will transfer as a block.
   
b. JOHN TYLER COMMUNITY COLLEGE students transferring under a block agreement are not eligible for any other transfer credit outside of the block award, and will not receive course credit to fulfill any specific course requirements outside of the block award, regardless of what courses student previously completed.
   
c. Any program academic changes made by APU will not affect JOHN TYLER COMMUNITY COLLEGE students CURRENTLY ENROLLED at APU at the time of the program change and they will be subject to original requirements that were in effect at the time the student enrolled in an APU program.

10. **Graduate Book Grant** – APUS will extend to any partner college a full-time employees graduate studies book grant.

11. **Length of Agreement** – This agreement will become effective upon the execution of signatures by the responsible authority for each institution and will last for a maximum of three (3) years, after which time both institutions will undertake renegotiations of the agreement.
   
a. Both APUS and JOHN TYLER COMMUNITY COLLEGE agree to provide written notice of at least one full academic year in advance of termination.
   
b. APUS reserves the right to alter the format of the transfer block, based on a change of APU program requirements, as long as the JOHN TYLER COMMUNITY COLLEGE graduate is awarded 60 hours upon transferring to APU.
# JOHN TYLER COMMUNITY COLLEGE-APU Degree Transfer Eligibility

<table>
<thead>
<tr>
<th>APU DEGREE</th>
<th>Eligible JOHN TYLER COMMUNITY COLLEGE Degree*</th>
<th>Hours Awarded*</th>
<th>Remaining Hours in Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Studies</td>
<td>Any AA or AS Degree</td>
<td>60</td>
<td>61</td>
</tr>
<tr>
<td>History</td>
<td>Any AA or AS Degree</td>
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<td>Intelligence Studies</td>
<td>Any AA or AS Degree</td>
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<td>Information Systems Security</td>
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<tr>
<td>Sports and Health Sciences</td>
<td>Any AS Degree</td>
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<td>62</td>
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</thead>
<tbody>
<tr>
<td>Reverse Logistics Management</td>
<td>AS in Business Admin</td>
<td>61</td>
<td>60</td>
</tr>
<tr>
<td>Transportation &amp; Logistics Management</td>
<td>AS in Business Admin</td>
<td>61</td>
<td>60</td>
</tr>
</tbody>
</table>

* Students must select remaining courses at APU at the upper level (300-499)
In Witness whereof, the Parties hereto have executed this MOU as of the date first mentioned above by their authorized representatives.

**John Tyler Community College**

By: [Signature]

Name: Dr. Marshall W. Smith  
Title: President  
Date: 11/29/12

**American Public University System**

By: [Signature]

Name: Wallace E. Boston, Jr., Ed.D  
Title: President and CEO  
Date: 12/10/12