## MEMORANDUM OF UNDERSTANDING BETWEEN AMERICAN ENGLISH COLLEGE AND MT. SAN ANTONIO COLLEGE

This Memorandum of Understanding (the "Agreement") dated (the "Effective Date") is by and between **American English College** ("AEC"), an educational corporation, organized and understands the laws of California, with two campuses located at 111 N. Atlantic Blvd. STE 112, Monterey Park, CA 91754 and 18888 Labin Court, STE B211, Rowland Heights, CA 91748 and **Mt. San Antonio College** ("Mt. SAC") located at 1100 N Grand Ave, Walnut, CA 91789.

# <u>Purpose</u>

The purpose of this MOU is to establish an arrangement:

- 1. Where Mt. SAC will provide a conditional acceptance letter to prospective AEC students upon request.
- 2. To provide enrollment opportunities to eligible students of American English College to Mt. SAC.

3. Where American English College will provide free English placement exams to any **Mt. SAC** applicant who do not have a formal English exam score (does not necessarily need to be an AEC applicant).

4. Create a pathway for any students who do not meet the **Mt. SAC** English language proficiency to study at American English College (see below).

For good and valuable consideration, the parties agree as follows:

# **Terms and Conditions**

# Conditional Acceptance Letter

Mt. SAC will provide a conditional acceptance letter to prospective students of AEC on the following conditions:

- The student will be at least 18 years of age by the first day of their first semester or session at Mt. SAC
- The conditional acceptance letter is requested by either the student, an AEC representative, or the agency representing the student. Requests may be made by email to F1visa@mtsac.edu and the student must be included in the email. The request must include the following information: (1) Student name, (2) email address, (3) desired Mt. SAC start date, and (4) CCCApply confirmation number (if applicable).
- Admission to Mt. SAC is contingent upon submission of all other application and deadline requirements.

# English Proficiency Entrance Requirements

AEC students who apply to Mt. SAC and meet the established admission requirements, are in good academic standing, and have successfully met one of the below English proficiency entrance requirements will gain acceptance into **Mt. SAC**.

• AEC ESL Level 5

Mt. SAC will accept verifiable satisfaction of AEC ESL Level 5 as sufficient proof of English proficiency in lieu of the TOEFL, IELTS, or any other accepted demonstrations of English proficiency.

Upon request, American English College will provide a *Certificate of Achievement* for the highest course for which the student has completed.

# Mt. San Antonio College + American English College English Pathway

Mt. SAC applicants who do not have the English proficiency for full acceptance may be referred to AEC as an alternative, allowing Mt. SAC to continue communication until the student completes **AEC** Level 5 or higher.

## Mt. San Antonio College Presentation/Tabling at AEC

When agreed upon by both parties, **Mt. SAC** will conduct presentations and tabling at both AEC campuses to inform AEC students of the admissions process and programs available at **Mt. SAC**. Collaborative marketing opportunities to introduce both parties can also be arranged.

## **Promotion**

American English College agrees to provide information and promote to its students the educational opportunities available at **Mt. SAC**. Additionally, **Mt. SAC's** website link may be used on the American English College web page and other promotion materials and vice versa for purposes of this agreement.

Mt. SAC may use the American English College's name and logo to reference the agreed partnership on any Mt. San Antonio College websites or marketing materials; and American English College may use the Mt. SAC logo to reference the agreed partnership on any American English College website.

All promotion and advertising contemplated under this MOU will be done in accordance with all applicable laws and regulations and with approval from both institutions' marketing departments. American English College will not make any false, erroneous or misleading statements regarding Mt. SAC, nor develop for distribution any marketing materials on Mt. SAC's behalf.

# Furthermore, it is agreed by both parties that:

- Given prior notice, Mt. San Antonio College will welcome American English College students to visit the campus.
- Given prior notice, American English College will allow representatives of Mt. SAC to provide information to their students as needed. Scheduled dates and times for presentations will be arranged by both parties.

### **Indemnification**

Each party shall indemnify, defend and hold harmless the other against all claims, less, cost, damages and liability (including reasonable attorney fees), where liability is found to exist by reason of the acts or omissions of the other party.

### **Changes to MOU and Termination**

The parties agree that the terms of this MOU may be modified by further written agreement by both parties. This MOU shall continue until either party by formal written notice decides to terminate this agreement. Either party may terminate this agreement at any time upon giving thirty (30) days written notice of termination to the other party.

The parties have caused this MOU to be executed by duly authorized officers as of the Effective Date.

Dr. Kenneth Policky Dean of International Students American English College Date

Chris Dickson Director, International Student Program Mt. San Antonio College

Date