

MEMORANDUM OF UNDERSTANDING

BETWEEN

Study.com, LLC

AND Pathways College, Inc.

The purpose of this Memorandum of Understanding (“MOU”) is to establish a collaboration between Study.com, LLC (Study.com) and Pathways College, Inc. (College) in an effort to facilitate the transfer and degree completion of students earning ACE and/or NCCRS CREDIT at Study.com to their desired degree programs at College. Additionally, the purpose of this MOU between both institutions is to clarify roles and responsibilities in this partnership.

In consideration of the mutual covenants and conditions expressed herein, the parties agree to the following:

A. General Requirements

1. College will accept Study.com course credits for Study.com students who have earned a score of 70% or higher in the course(s) outlined under the Course Equivalency Matrix in Exhibit A.
2. For acceptance, Study.com students must meet all specific admission and enrollment standards and requirements for the program.
3. A maximum of twenty-seven (27) credits towards a bachelor’s degree and twelve (12) credits towards an associate’s degree will transfer from ACE and/or NCCRS college credit–recommended courses earned from Study.com.
4. Upon matriculation to College, Study.com students must satisfy all general education, graduation and major requirements as outlined in the College Catalog for degree completion.
5. With respect to all Study.com students who wish to continue their education at College and that College, in its sole discretion, accepts for admission, College agrees to accept towards College’s degree programs and recognize for academic credit each course as listed on Exhibit A in lieu of its own comparable general education courses required or acknowledged for degree completion.
6. College will offer a ten (10) percent tuition discount for all courses for Study.com transfer students who have completed at least four (4) Study.com courses (or such lesser number as College may determine) and who meet College’s admission standards. This applies to any College program, single courses, and professional development courses where Study.com courses are accepted for credit. Reduced tuition will apply to the current rates at the time the student enrolls in a course. No retroactive reductions will be applied. If a Study.com student is eligible for more than one reduction, the Study.com student will receive the most beneficial reduction but shall only receive one reduction. All students are subject to College’s student policies.

7. College will accept student transcripts directly from Study.com, either mailed or delivered electronically via a mutually agreed-upon third party.

B. Advising/Academic Planning

1. Study.com will advertise the course equivalency with College set forth in Exhibit A to potential students on the Study.com website.
2. The Study.com website will display as provided or agreed with College, the process for a Study.com student to be accepted or considered for admission by College before courses may transfer and credits will be recognized, including but not limited to, that College retains the final authority as to admission of students.
3. Study.com will provide information to allow College to ensure that the courses set forth in Exhibit A as developed and implemented are consistent with the standards of College.
4. College shall have the right to review the curriculum and course content to ensure that the courses comply with its academic standards.
5. Students should work closely with their academic advisor at College to develop an academic plan to ensure a seamless transition.
6. Students and advisors are encouraged to utilize a variety of advising resources including the College Catalog, departmental websites, etc. to ascertain transferability of coursework.
7. College will list Study.com as an option on College's Alternative Credit Options web page.
8. The parties expressly acknowledge that nothing in this MOU is intended to limit the authority of College in respect of the admission of students to College or the decision to award an academic credential.

C. Ongoing Collaboration

1. In the spirit of articulation, representatives from both institutions will speak regularly to engage in ongoing discussion to enhance and strengthen this collaboration.
2. In an effort to support College, Study.com will provide a kickoff training for College advisors, with regular ongoing trainings to follow. In addition, Study.com will provide College advisors with secure access to Study.com's online advisor portal.
3. College agrees to communicate program changes in a timely manner to avoid disruption to student progress toward degree completion.
4. Study.com agrees to provide bi-annual updates on newly added ACE or NCCRS approved courses that College should consider for guaranteed credit transfer acceptance.
5. As a Study.com Partner College, College will be entitled to a dedicated page on Study.com's website. Study.com agrees to work with College to customize its dedicated page to include if College wishes: (1) College's logo, (2) description of College's transfer process for Study.com students to have their courses accepted toward a degree offered by College and recognized for academic credit, and (3) other such items as may be mutually agreed in writing between College and Study.com; provided in the case of (1)-(3) above College shall be responsible for providing the content to be included on

the website page. Study.com further agrees to promote, advertise and market College as a “Study.com Partner College” in a manner consistent with which it promotes other such partners as a group on its website and other social media, public relations or marketing efforts. Study.com may market individual promotional packages to Study.com students from time to time; however, the parties acknowledge that Study.com is not being engaged to undertake any recruiting activities on behalf of College.

6. The parties agree to jointly prepare and approve in writing a press release detailing the program upon launch to also be shared on social media channels.

D. Confidentiality

1. “Confidential Information” as used in this MOU shall mean any and all proprietary or confidential Technical and Non-Technical Information. “Non-Technical Information” means all information related to a party’s financial condition, purchasing, strategy, sales, educational processes, educational methods, educational programs and curricula, merchandising, and marketing, advertising or promotional activities or objectives, terms of MOUs, and relationships with, third parties, proposed acquisitions of businesses and regulatory and accreditation history and status. “Technical Information” is any information that is not Non-Technical Information and includes, but is not limited to, proprietary information containing or related to patents, trade secrets, copyrightable materials, techniques, inventions, knowhow, processes, algorithms, software programs, software source documents, functional requirements, design details and specifications related to the current, future and proposed products and services, and associated oral, electronic and written information concerning research, experimental work, and development projects. Student and prospective student lists, leads and lead sources, data and related personal identifiable information, if any, will also be considered Technical Information for the purposes of this MOU.
2. Each party agrees that it will not reproduce, make use of, disseminate, or in any way disclose any Confidential Information of the party disclosing its Confidential Information (“Disclosing Party”) to any person, firm or business. Notwithstanding anything to the contrary in this Section D, either party may disclose Confidential Information to the extent necessary to respond to a valid order by a court or other governmental body, as required by law (as advised in writing by counsel to the party), or as necessary to establish the rights of either party under this MOU. In the event either party receives a court order, or is otherwise required by law to disclose any Confidential Information, such party will (i) notify the Disclosing Party immediately upon receipt of such court order or other document requiring disclosure, such that the party whose Confidential Information may be disclosed, has time to object and/or move for a protective order, and (ii) file any information disclosed in response to such order under seal and/or request that the court seal such Confidential Information. Except as may ultimately be required by such court order or by law, both parties’ obligations with regard to such Confidential Information, as set forth above, will remain in full force and effect.

3. Each party agrees that it shall disclose Confidential Information of the other party only to those of its employees or authorized representatives (e.g., temps, consultants, and contractors) who need to know such information and who have agreed, either as a condition of employment or prior to obtaining the Confidential Information, to be bound by terms and conditions substantially similar to those of this MOU.
4. Each party agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each party represents that it exercises reasonable care to protect its own Confidential Information.
5. The obligations of a party receiving Confidential Information (a "Recipient") under this Section D with respect to any portion of the Disclosing Party's Confidential Information shall terminate when the Recipient can reasonably demonstrate that such Confidential Information: (i) was in the public domain at the time or entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of, and without the breach of any obligation, the Recipient; (ii) was in the Recipient's possession free of any confidentiality MOU or other legal obligation at the time it was disclosed by the Disclosing Party to the Recipient; or (iii) was developed by employees or agents of the Recipient without use of the other party's Confidential Information.

E. Partnership Marketing

1. Both entities agree to the right to use each other's names in print and media advertising to the public for the purpose of marketing the programs described herein.

F. Term

1. The term of this MOU shall commence on the date of this MOU and continue for a period of five years (the initial Term and together with any extension or renewal thereof, the "Term").
2. This MOU shall automatically be extended at the end of the initial Term or at the end of each additional Term of one year unless either party notifies the other party in writing, at least ninety (90) days prior to the end of the initial Term or any additional Term that it does not wish to extend the Term.

G. Termination

1. Either party can terminate this MOU with 120 days written notice. For those Study.com students who are currently enrolled in a course for the purposes of transferring such to College, College will continue to honor accepting such transfer during the 120-day period.
2. Upon expiration or termination of this MOU, the provisions of Section A.5 above shall continue in effect for all then existing Study.com students (but not later enrolled students) for the 12-month period following.

H. Notices

1. All notices, demands, and other communications hereunder (other than routine communications for administration of courses and credits) shall be in writing and shall be deemed to have been duly given delivered five (5) days after being sent by certified mail, postage prepaid, return receipt requested, or one (1) business day after being delivered to a nationally recognized overnight carrier for next day delivery and provides for verification of service, or upon receipt if sent via e-mail.

Notice to be sent to the following:

To Pathways College, Inc.:

Name: Ella Baker

Email: ella@pathwayscollege.edu

Address: 2226 N. 7th St., Phoenix, AZ 85006

Phone Number: (626) 893-4472

To Study.com, LLC:

Name: ShiAnn Scheu

Email: sscheu@study.com

Address: 100 View Street #202, Mountain View, CA 94041

Phone Number: (877) 266-4919

I. Miscellaneous

1. No modification, amendment or waiver of any of the provisions of this MOU shall be effective unless in writing and signed by both parties.
2. This MOU is intended to constitute a contract for the express purposes described herein, and is not intended to be construed as or to create a partnership or joint venture between Study.com and College. Neither party shall be authorized to bind or commit the other party to any contract, MOU or other obligation whatsoever.
3. This MOU shall be construed and governed by the laws of California, without regard to such jurisdiction's conflict of laws principles.
4. This MOU contains the complete understanding of the parties and supersedes all prior MOUs, whether written or oral, which relate to the subject matter hereof.
5. If any term, covenant or condition of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term, covenant and condition to persons or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this MOU shall be valid and be enforced to the fullest extent permitted by law.
6. This MOU shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns. Neither this MOU nor any of the rights

- and obligations of the parties under this MOU may be assigned by either party without the prior written consent of the other party; provided however that no such consent shall be required for the assignment of this MOU by Study.com to a person or entity purchasing all or substantially all of the business of Study.com (whether by merger, consolidation, purchase of all or substantially all of Study.com's assets or otherwise) so long as the purchaser has assumed all of the obligations of Study.com.
7. The parties agree that monetary damages would not be a sufficient remedy for any breach of Section D by a party or any of its representatives and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a party of Section D but shall be in addition to all other remedies available at law or equity to the other party for a breach of Section D or any other provision of this MOU.
 8. This MOU may be executed in two counterparts, each of which when so executed shall be deemed to be the original, but all such counterparts shall constitute one and the same instrument.
 9. The failure or omission by either of the parties to perform any obligation contained in this MOU shall not be deemed a breach of this MOU if the same shall arise from any causes beyond the control and without the fault or negligence of such party, including, but not restricted to, acts of God, acts of federal, state, or local governments or any agency thereof, requests of any governmental authority or any officer, department, agency or instrumentality thereof, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, terrorism, rebellion, insurrection, riot, sabotage, epidemic, quarantine restrictions or transportation embargoes.
 10. Each party agrees to hold the terms of this MOU confidential except as otherwise required by the order of a court of competent jurisdiction. All press releases and public announcements regarding the relationship of the parties shall be approved in writing by all of the parties before any press release or other public announcement is made.
 11. Student access to Study.com.com website and Study.com services is governed by the restrictions, rules, and conditions outlined in the Terms of Use and Privacy Policy Statement which is available upon initial login to Study.com.com as such terms may be from time to time updated.
 12. To the fullest extent permissible under applicable law, in no event shall a party be liable to the other party or any student for any incidental or consequential damages including, without limitation, indirect, special, punitive, or exemplary damages arising out of the use of or inability to use Study.com.com or any Study.com services or for any claim by any other party, even if a party has been advised of the possibility of such damages.

J. Course Articulation

1. The following excel file details the course transfer guide for Study.com students transferring credits to College. Course equivalencies and course credits required for credit transfer are detailed and College guarantees that they will accept the approved Study.com courses if applicable to the degree the student is seeking. Any changes or

additional course equivalencies must be approved by both parties in writing, through an updated version of the credit transfer guide (Exhibit A). The following courses have been approved for credit contingent upon earning a minimum passing score of 70%. The transcript provided to College will include a percentage grade.


Please see Exhibit A for an approved list of articulated courses.

Study.com and College recognize the importance of providing a seamless coordination between the certificate and associate and/or bachelor’s degree enrollment. We, the undersigned, as the representatives of Study.com and College hereby demonstrate our commitment to full implementation of this MOU.

Signatures of principals for this MOU:



 Rich Hornstein
 Chief Financial Officer
 Study.com, LLC
 Date: 11-13-2024



 Ella Baker
 Chief Academic Officer
 Pathways College, Inc.
 Date: 11/12/2024

Exhibit A
Course Equivalency Matrix

Course Title	# ACE Credit	Type ACE Credit	Indicate: Equivalent Course # (e.g.: Philosophy 101) Elective (e.g.: Science Elective, Free Elective) or Does Not Transfer	Indicate Equivalent Course Name (e.g.: Introduction to Philosophy)	Number and Type of Credits Given (e.g.: 3 Lower Level credits, 4 Upper Level credits)	Preferred Recommender: Indicate "ACE" or "NCCRS"
Accounting 101: Financial Accounting	3	LOWER	BUS 111	Principles of Accounting I	3	ACE
Accounting 102: Intro to Managerial Accounting	3	LOWER	BUS 111	Principles of Accounting I	3	ACE

Accounting 201: Intermediate Financial Accounting I	3	LOWER	BUS 112	Principles of Accounting II	3	ACE
Accounting 202: Intermediate Accounting II	3	LOWER	BUS 112	Principles of Accounting II	3	ACE
Art 103: History of Western Art I	3	LOWER	ART 201	Art Appreciation	3	ACE
Art 104: History of Western Art II	3	LOWER	ART 201	Art Appreciation	3	ACE
Biology 101: Intro to Biology	3	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 101L: Intro to Biology with Lab	4	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 102: Basic Genetics	3	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 103: Microbiology	3	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 105: Anatomy & Physiology	3	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 106: Pathophysiology	3	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 107L: Clinical Microbiology w/ Lab	4	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 201L: Anatomy & Physiology I with Lab	4	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Biology 202L: Anatomy & Physiology II with Lab	4	LOWER	BIO 101	Introduction to Living Systems	3	ACE
Business 100: Intro to Business	3	LOWER	BUS 101	Intro to Business	3	ACE
Business 101: Principles of Management	3	LOWER	BUS 120	Management and Organizational Behavior	3	ACE
Business 102: Principles of Marketing	3	LOWER	BUS 241	Principles of Marketing	3	ACE
Business 104: Information Systems and Computer Applications	3	LOWER	LIB 131	Information Systems and Literacy	3	ACE

Business 108: Business Ethics	3	LOWER	BUS 222	Business Ethics	3	ACE
Business 303: Management Information Systems	3	UPPER	BUS 331	Business Systems Analysis	3	ACE
Business 304: Leading Organizational Change	3	UPPER	BUS 102	Organizational Change	3	ACE
Business 306: Strategic Human Resources Management	3	UPPER	BUS 351	Human Resources Management	3	ACE
Business 307: Leadership & Organizational Behavior	3	UPPER	BUS 352	Management for Organizations	3	ACE
Business 308: Globalization & International Management	3	UPPER	BUS 340	Global Business	3	ACE
Business 311: Project Management	3	UPPER	BUS 232	Project Management	3	ACE
Business 312: Advanced Operations Management	3	UPPER	BUS 352	Management for Organizations	3	ACE
Business 315: Logistics & Supply Chain Management	3	UPPER	BUS 352	Management for Organizations	3	ACE
Business 318: Management Ethics	3	LOWER	BUS 352	Management for Organizations	3	ACE
Business 319: Negotiations & Conflict Management	3	UPPER	BUS 352	Management for Organizations	3	ACE
Business 321: Small Business Management	3	UPPER	BUS 352	Management for Organizations	3	ACE
Business 323: Organizational Theory	3	UPPER	BUS 352	Management for Organizations	3	ACE
Business 324: Managerial Communication	3	UPPER	BUS 352	Management for Organizations	3	ACE
Communications 101: Public Speaking	3	LOWER	COM 101	Speech Communication	3	ACE
Communications 102:	3	LOWER	COM 101	Speech Communication	3	ACE

Interpersonal Communication						
Communications 120: Presentation Skills in the Workplace	3	LOWER	COM 101	Speech Communication	3	ACE
Computer Science 107: Database Fundamentals	3	LOWER	BUS 231	Database Management Systems	3	ACE
Criminal Justice 306: Research Methods in Criminal Justice	3	LOWER	LIB 253	Introduction to Research Methods	3	ACE
Economics 101: Principles of Microeconomics	3	LOWER	BUS 212	Principles of Microeconomics	3	ACE
Economics 102: Macroeconomics	3	LOWER	BUS 211	Principles of Macroeconomics	3	ACE
English 101: English Literature	3	LOWER	LIB 121	Literary Analysis	3	ACE
English 102: American Literature	3	LOWER	LIB 121	Literary Analysis	3	ACE
English 103: Analyzing and Interpreting Literature	3	LOWER	LIB 121	Literary Analysis	3	ACE
English 104: College Composition I	3	LOWER	ENG 101	Composition	3	ACE
English 105: College Composition II	3	LOWER	ENG 101	Composition	3	ACE
English 204: English Composition I	3	LOWER	ENG 101	Composition	3	ACE
English 205: English Composition II	3	LOWER	ENG 101	Composition	3	ACE
English 301: Non-Western Literature	3	UPPER	LIB 213	Analysis of Contemporary Literature and Film	3	ACE
English 310: Short Stories	3	LOWER	LIB 222	Contemporary Short Stories	3	ACE
Finance 101: Principles of Finance	3	UPPER	BUS 301	Principles of Finance	3	ACE
Finance 102: Personal Finance	3	LOWER	BUS 201	Personal Finance	3	ACE
Finance 104: Financial Management	3	LOWER	BUS 201	Personal Finance	3	ACE

Finance 301: Corporate Finance	3	UPPER	BUS 301	Principles of Finance	3	ACE
Finance 302: International Finance	3	UPPER	BUS 301	Principles of Finance	3	ACE
Finance 303: Financial Institutions & Markets	3	UPPER	BUS 301	Principles of Finance	3	ACE
Finance 304: Security Analysis & Portfolio Management	3	UPPER	BUS 301	Principles of Finance	3	ACE
Finance 305: Risk Management	3	UPPER	BUS 301	Principles of Finance	3	ACE
Finance 306: Small Business Finance	3	UPPER	BUS 301	Principles of Finance	3	ACE
Geology 101: Physical Geology	3	LOWER	GEO 101	Intro to Environmental Science	3	ACE
History 104: US History II	3	LOWER	HIS 201	US History from 1877	3	ACE
Humanities 101: Intro to the Humanities	3	LOWER	LIB 221	Reading and Writing in the Humanities	3	ACE
Humanities 201: Critical Thinking & Analysis	3	LOWER	COL 105	College Success and Critical Thinking	3	ACE
Marketing 301: Marketing Research	3	UPPER	BUS 343	Marketing Research	3	ACE
Marketing 302: Consumer Behavior	3	UPPER	BUS 341	Consumer Behavior	3	ACE
Math 101: College Algebra	3	LOWER	MAT 201	College Algebra	3	ACE
Math 102: College Mathematics	3	LOWER	MAT 101	Patterns of Mathematical Thought	3	ACE
Math 103: Precalculus	3	LOWER	MAT 201	College Algebra	3	ACE
Math 104: Calculus	4	LOWER	MAT 201	College Algebra	3	ACE
Math 105: Precalculus Algebra	3	LOWER	MAT 201	College Algebra	3	ACE
Math 107: Quantitative Literacy	3	LOWER	MAT 101	Patterns of Mathematical Thought	3	ACE

Math 108: Discrete Mathematics	3	LOWER	MAT 101	Patterns of Mathematical Thought	3	ACE
Physics 101: Intro to Physics	3	LOWER	LIB 142	Physics: The World Around You	3	ACE
Physics 111: Physics I	3	LOWER	LIB 142	Physics: The World Around You	3	ACE
Physics 112: Physics II	3	LOWER	LIB 142	Physics: The World Around You	3	ACE
Political Science 102: American Government	3	LOWER	POL 201	American Government	3	ACE
Psychology 101: Intro to Psychology	3	LOWER	PSY 101	Principles of Psychology	3	ACE
Psychology 105: Research Methods in Psychology	3	LOWER	LIB 253	Introduction to Research Methods	3	ACE
Psychology 107: Life Span Developmental Psychology	3	LOWER	LIB 280	Lifespan Development	3	ACE
Social Science 108: Ethics in the Social Sciences	3	LOWER	LIB 212	Contemporary Issues in Social Sciences	3	ACE
Sociology 101: Intro to Sociology	3	LOWER	LIB 212	Contemporary Issues in Social Sciences	3	ACE
Sociology 103: Foundations of Gerontology	3	LOWER	LIB 212	Contemporary Issues in Social Sciences	3	ACE
Sociology 305: Sociology of Work	3	LOWER	LIB 212	Contemporary Issues in Social Sciences	3	ACE
Statistics 101: Principles of Statistics	3	LOWER	LIB 201/LIB141	Data and Statistics/Statistics	3	ACE