



## ARTICULATION AGREEMENT

Between

**Kaplan University and Pima Community College**

### **I. PURPOSE**

The purpose of this Articulation Agreement (the "Agreement") is to acknowledge that students of the Pima County Community College District ("PCC") may transfer to an Iowa College Acquisition, LLC d/b/a Kaplan University, ("KU"), on-line or ground campus program, following completion of an associate's degree program at PCC.

The parties also desire to allow PCC students that are on track towards completing their associates to enroll in courses at KU prior to completing their degree at PCC. Like all KU applicants, students who have not completed a degree are eligible for course-by-course review and transfer into degree programs at KU. To be eligible for course-by-course transfer, students will be expected to receive at least a "C" grade in each course from PCC for transfer credit acceptance at KU, or the required grade as outlined in KU's then current catalog. This is only applicable to those classes that KU acknowledges as being acceptable to transfer from PCC during its course-by-course review. Credit will not be given for a mark of "Credit" on a "Credit/Fail" option or for a grade of "Pass" on a "Pass/Fail" option, unless those marks are transcribed as equivalent to a "C-" or better. Academic worksheets mapping PCC associate programs into KU's Advanced Start programs may be developed to aid in the transfer process.

PCC and KU have previously entered into an "Articulation Agreement between Kaplan University and Pima County Community College District" between the parties and last executed by KU on January 1, 2010 (the "Previous Agreement"). The parties hereby agree and acknowledge that upon the execution of this Agreement, the Previous Agreement is terminated by the mutual agreement of PCC and KU, without further force or effect.

### **II. ELEMENTS FOR ADVANCED START BACHELOR'S COMPLETION PROGRAMS**

- a. Graduates of PCC who have completed an Associate's Degree consisting of at least 60 semester credits may apply for a block transfer of up to 90-quarter credits into a KU Advance Start degree program. Some programs may require additional admissions criteria. Students will be held to the admissions policies as listed in the KU Catalog at time of enrollment. Credits from PCC will be evaluated by KU in a course by course review of all transfer credits submitted via an official PCC transcript, to determine applicability to major requirement, core requirements, pre-requisite requirements, or open elective credit for a student's enrolled program of study. KU reserves the right to make all final determinations of matters related to the transfer of any credits to KU, in its sole and absolute discretion.
- b. PCC students must fulfill all KU requirements, which includes but is not limited to completion of no less than 25-percent of their program requirements at KU, including the capstone course, at KU. Credit earned through any combination of Transfer Credit, Challenge Credit or Experiential



Credit will not exceed 75-percent of total credits required for graduation. PCC students who are unable to fulfill KU program prerequisites at PCC must complete them at KU.

- c. Specific programmatic transfer information may be provided to PCC in the form of Academic Worksheets agreed upon by KU. Any such approved Academic Worksheets are subject to change, but modifications to such worksheets must be approved by KU and provided to PCC in writing for continuation of the obligation to articulate pursuant to the terms of this Agreement. Further, any approved Academic Worksheets exchanged between the parties detailing specific programmatic articulation course equivalencies are hereby incorporated into this Agreement by this reference.

### III. COORDINATION

1. Kaplan University and PCC agree to:
  - a. Coordinate their efforts to facilitate a collegial and mutually beneficial relationship;
  - b. Provide accurate and timely information about the relationship to prospective students, who are either current PCC students, alumni, or PCC employees; and
  - c. Designate academic alliance coordinators as primary contact persons for the respective institutions to facilitate coordination of this agreement; and
  - d. Comply fully with the privacy regulations outlined in the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99, for the handling of student information, to the extent applicable. The parties will not disclose or use any student information, except as necessary to carry out its obligations under this Agreement and as permitted by FERPA.
2. Kaplan University agrees to:
  - a. Provide PCC relevant transfer information and current KU brochures or transfer guides;
  - b. Communicate with PCC students, alumni and employees via e-mail, postal mail, telephone and other means to offer them the opportunity of enrolling in a baccalaureate program at KU;
  - c. Encourage PCC students who are attending classes at a PCC campus or online to enroll at KU after completing their current program; and
  - d. Provide PCC with a toll-free number (866) 397-9456 so that PCC alumni and employees can discuss educational goals with a KU advisor.
3. PCC agrees to:
  - a. Assist KU by communicating the benefits of this relationship to PCC students, alumni, and employees;
  - b. Allow KU representatives to conduct on-campus presentations and marketing regarding KU programs for PCC students, alumni and employees.
  - c. Cooperate with KU to establish electronic data transfer of curriculum and of student records, when applicable, and with student permission (where required) in accordance with all applicable laws and regulations.
4. Both KU and PCC agree to allow current students to concurrently take courses at both institutions, as well as have access to admission and other services at both institutions as limited by each institution's then current catalog's policy; however, federal regulations require that students receive financial aid from only a single college from which courses are taken in a given quarter or semester. Should a student attend both institutions in a single semester, financial aid may be granted from only one institution in compliance with federal law.
5. KU and PCC will share data on student achievement as necessary to assess program effectiveness in accordance with the Family Education Rights and Privacy Act (FERPA) guidelines.



#### IV. TERMS

1. Because of this agreement to articulate, KU will extend professional courtesy discounts to PCC students, alumni and employees concomitant with the date of this fully executed document (date last signed below).
  - a. PCC students, alumni and employees will receive a twenty (20%) percent discount on their KU tuition. PCC students, alumni and employees must inform KU admissions directors about their affiliation with PCC to receive their discount;
  - b. KU will extend to PCC students, alumni and employees all of its online certificates, undergraduate, and graduate programs, as and when offered;
2. This Agreement is effective for the closest KU academic term expected to begin on or after the date of the fully executed document, and shall continue until terminated. Both parties must approve amendments to the Agreement in writing. Admission criteria, academic and other admission requirements will be subject to the applicable KU Catalog at the time of the students' admission to KU for any applicable degree program. Students will also be subject to all KU policies, codes of conduct, college procedures, and requirements as detailed in the most recent KU Catalogs as posted or provided to students. This Agreement shall be governed by the laws of the State of Arizona, without regards to conflict of laws principles.
3. Either party may terminate the Agreement without cause at any time upon 90 days written notice to the other party or the parties may terminate this Agreement by mutual written consent to be effective upon the date stated in such mutual consent. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Students who have begun their program of study or students in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the discount offered in this Agreement until such time such students complete or otherwise become discontinued from their program.
4. The parties hereto will have the relationship of independent contractors for all purposes. Each will have complete control over its own performance and the details for accomplishing its own obligations under this Agreement. In no event will the agents, representatives or employees of one party be deemed to be agents, representatives or employees of the other.
5. The parties grant to each other a non-exclusive, non-transferable license to use each other's trademarks in furtherance of the articulation coordination detailed herein or in a manner solely for the purpose of identifying and communicating the existence of the relationship to PCC students, alumni and employees. The parties shall discontinue the use of the licensed marks and return any and all files and materials containing the licensed marks supplied by the owner at termination or expiration of the Agreement. Use of the names and logos will be in accordance with any use guidelines provided by each party to the other. Each party shall provide the other with examples of any materials using such other party's name or logo prior to releasing such other party's name, logo and other intellectual property of whatever form or format before it is distributed, and will obtain written approval for such use. Neither party grants to the other any interest in the other party's trademarks. Each party agrees that the other's use of the mark(s) must be approved by such party and used in accordance with the terms of this Agreement, applicable law, and any trademark usage guidelines as may be provided by any party to the other. Neither party will, at any time, contest or aid in contesting the validity or ownership of any of the other party's marks or take any action in derogation of the owner's rights therein, including, without limitation,



applying to register any trademark, trade name or other designation that is confusingly similar to the marks.

6. This Agreement and any Academic Worksheets (which are hereby incorporated by this reference) constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding its subject matter and supersede any prior and contemporaneous offers, negotiations, and understandings, whether oral or written, between the parties.
7. This Agreement may be executed by a duly authorized representative of each party, either by electronic or facsimile transmission, each of which will be considered an original.
8. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. 38-511, the terms of which statute are deemed incorporated herein.

#### V. CONTACTS FOR COORDINATION:

PCC Contact:

Jennie Conway  
Director of Curriculum & Articulation  
Pima Community College, District Office  
4905A E Broadway Blvd, Tucson, AZ 85709-1125  
phone 520-206-4903 fax 520-206-4952

KU Contact:

Erin Carr-Jordan, Ph.D.  
Associate Dean and National Director  
Academic Partnerships  
Kaplan University  
[ecarrjordan@kaplan.edu](mailto:ecarrjordan@kaplan.edu)  
602-284-0186

#### VI. OFFICIAL NOTICE CONTACT INFORMATION:

All notices and other communications required hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three business days after being deposited in the United States mail, postage prepaid, addressed as follows:

If to KU:

Kaplan University  
6301 Kaplan University Avenue  
Ft. Lauderdale, FL 33309  
Attn:

With a copy to (which copy shall not constitute effective notice):



Kaplan Inc.  
6301 Kaplan University Avenue  
Fort Lauderdale, FL 33309  
Attn: Legal Department

If to PCC:  
Pima Community College, District Office  
4905A E Broadway Blvd, Tucson, AZ 85709-1125

Attn: Jennie Conway

or to such other persons or places as either party may from time to time designate by written notice to the other:



ACCEPTED AND AGREED:

*Erica Holmes*

Erica Holmes  
Provost  
Pima County Community College District

*7/30/15*

Date

*Craig Collins*

Craig Collins  
Senior Vice President  
Iowa College Acquisition, LLC d/b/a  
Kaplan University

*7/30/15*

Date