This agreement shall constitute the entire contract between Plymouth State University (PSU) a New Hampshire 501 (c) (3) corporation located at 17 High Street, Plymouth, NH 03264 and the Pima Community College (PCC), located at 4905 E. Broadway Blvd, Tucson, AZ 85709. The signatures below of the duly authorized representatives of PSU and PCC indicate the assent of both parties to the terms and conditions of this contract. This contract shall not be valid until signed by all parties.

A. PURPOSE

This contract formally recognizes that Pima Community College (PCC) and Plymouth State University (PSU) are active educational partners, committed to providing greater educational opportunities and services for students. PCC and PSU enter into this contract in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution, furthermore, is dedicated to serving students from all walks of life, regardless of race, ethnicity, religion, sex, disability, color, age, marital status, national origin or other non-merit factors.

The purpose of the contract is to facilitate the process whereby students who have completed the Elementary, Secondary or Special Education PCC Teacher Preparation Post Baccalaureate programs can earn a Master of Education (MEd) in K-12 Education from PSU. Students who have completed one of the PCC Post Baccalaureate teacher certification programs will be allowed to submit a portfolio of their Post Baccalaureate courses which, upon approval, will satisfy some of the degree requirements for a specifically designed MEd Program. The specific degree requirements for graduates of the different Post Baccalaureate Certification Programs are summarized below and presented in separate Program of Study documents. Students who complete the appropriate Program of Study will earn a 33 credit MEd.

B. ACADEMIC POLICIES AND DEGREE REQUIREMENTS

Students who successfully complete one of the PCC Post Baccalaureate Teacher Certification Programs are eligible to apply for this M. Ed. program and will be accepted into this program upon the completion of the application materials required of all graduate degree candidates.
Academic policies and regulations as specified in the current PSU Graduate Academic Catalog will apply to all students accepted into this program.

All graduates of a PCC Post Baccalaureate Teacher Certification Program who enroll in this PSU MEd Program must complete CE 5140 (Electronic Portfolio Development and Assessment). At the completion of this class, the students may submit a portfolio of their PCC Post Baccalaureate course work to earn up to 15 graduate credits toward their PSU MEd degree. These credits will substitute for PSU courses listed in the Appendix, according to the applicable PCC Post Baccalaureate program. The CE 5140 course will be available online.

C. CONTRACT PERIOD
This contract shall cover a period of 2 years, commencing July 1, 2010 and ending June 30, 2012. Extensions to the contract shall be in writing and approved by authorized representatives of both parties.

D. AUTHORIZED SIGNATORIES
Authorized PSU representatives for the purposes of this contract are George Tuthill, Interim Associate Vice President for the College of Graduate Studies, Stephen J. Taksar, Vice President for Financial Affairs, and Julie Bernier, Provost and Vice President for Academic Affairs. The authorized representative for PCC is Dr. Suzanne Miles, Provost and Executive Vice Chancellor. Any changes to the contract will be reviewed and approved by the authorized representatives of both parties.

E. PCC RESPONSIBILITIES
1. Submit in writing any changes in the program requirements for the three Post Baccalaureate Teacher Certification Programs mentioned above to PSU as part of the annual evaluation process.
2. Disseminate information to students regarding their eligibility for this program, and provide a location for informational meetings.
3. Provide, on its institutional web site, indication of the existence of this contract and information about the program, and a direct link to the PSU web site where corresponding information will be displayed.

F. PSU RESPONSIBILITIES
1. Develop and maintain the Program of Study for the MEd for Elementary, Secondary and Special Education Post Baccalaureate Teacher Certification Programs.
2. Host and deliver all online core courses, as well as CE 5140, for program participants on a regular and timely basis.
3. Submit in writing to PCC any changes in the degree requirements, as a part of the annual evaluation process.
4. Provide, on its institutional web site, indication of the existence of this contract and detailed information about the program, and a direct link to the PCC web site where corresponding information will be displayed.

G. TUITION AND FEES
Students will pay the PSU tuition and fees approved for the academic year in which they are taking classes. For the 2009-2010 academic year the fees associated with the program are as follows:

1. CE 5140: Non-resident tuition rate D03, currently $191/credit.
2. Portfolio evaluation fee (15 credits): $900
3. Core MEd and all other graduate courses: Non-resident tuition rate D01, currently $491/credit.

Tuition rates are set on an annual basis, and subject to increase. PCC will be notified in writing of any tuition increases within 30 days of the scheduled effective date of the increase.

H. EVALUATION

There will be an annual evaluation of the partnership. The information obtained from this evaluation will be used to improve the process for the benefit of students.

I. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party and its affiliates, trustees, officers, directors, employees, and agents from and against any and all liabilities, claims, damages, awards, judgments, costs, and expenses (including reasonable attorneys’ fees) to the extent such liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys’ fees) arise out of its breach of its responsibilities under the terms of this contract, or its negligent acts or omissions or the negligent acts or omissions of its employees, agents, contractors, or affiliates in performance of those responsibilities. This section shall survive termination of the contract.

J. CONTRACT ADMINISTRATION

1. The primary contacts at PSU shall be James McGarry, Professor of Psychology (for changes in course requirements) and George Tuthill, Interim Associate Vice President for the College of Graduate Studies (for other operational aspects of the contract).

2. The primary contact at PCC shall be Jennie Scott, Director of Curriculum and Articulation Services.

3. Any changes effecting the terms and conditions of this Contract shall be included as an amendment to this Contract and approved by authorized signatories noted in section C.

K. TERMINATION

a. For Cause: If either party fails to fulfill its obligations stated herein, or violates, in any material manner the terms or conditions of this contract (this to be considered “default”), the other party must give 30 days written notice of the default. In this event, the defaulting party shall have thirty (30) days to correct the default. If the default is not corrected in that time, the defaulting party may be notified in writing that the contract is terminated immediately. The defaulting party shall pay or reimburse the other party for services provided as of the date of termination.
b. **Without Cause:** Either party may cancel the contract with 1 year written notice to the other party. All PSU students who have enrolled in an MEd program of study as specified in this contract, prior to date of termination, shall be permitted to complete their degrees.

c. This Agreement is subject to the provisions of A.R.S. 38-511, which provides in pertinent part:
The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

L. **ASSIGNMENT**
Neither party shall assign this contract, in whole or part, to a third party without prior written consent of the other party.

M. **GOVERNING LAW**
This contract is made under, and shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire. The parties hereto agree that any litigation concerning the subject matter of this Contract shall be litigated only in applicable New Hampshire state courts or deferral courts in the District of New Hampshire of proper jurisdiction and venue. Both parties expressly agree to submit to such jurisdiction and venue for all purposes hereunder.

N. **ENTIRE AGREEMENT**
This Contract and other documents specifically incorporated or referenced herein contain the entire understanding of the parties concerning the matters contained herein.

In witness thereof, the parties hereby execute this contract on

________________________________________

APPROVED BY:

Pima Community College - Authorized Contract Signatory:

[Signature]
Dr. Suzanne Miles
Provost and Executive Vice Chancellor

09/20/10
Plymouth State University - Authorized Department Representative

George Tuthill  
Interim Associate Vice President  
College of Graduate Studies

Plymouth State University - Authorized Contract Signatories

Julie Bernier  
Provost and Vice President for Academic Affairs

Stephen Taksar  
Vice President for Financial Affairs
ADDENDUM

Core Requirements for Master of Education Degree as of the 2009-2010 Academic Year

All graduates of a PCC Post Baccalaureate Program who enroll in this PSU MEd Program must complete the following five PSU core graduate courses (15 credits). These core courses will be available online.

- Graduate Seminar I (ED 5500)
- Social Psychology and Mythology Across Cultures (ED 5005)
- Philosophy, Ethics, and Education (ED 5010)
- Research Design (ED 5030)
- Capstone Course: Graduate Seminar II (ED 5500)

Credit by Portfolio Evaluation

PCC Post Baccalaureate Teacher Certification graduates who enroll in this MEd program may submit a portfolio of their PCC Post Baccalaureate course work to potentially earn the credits toward their PSU MEd degree. These credits may substitute up to the five PSU courses listed below, according to the applicable PCC Post Baccalaureate program.

**Elementary Education Post Baccalaureate Teacher Certification Program**

**Credit by Portfolio Examination**

- Foundations of Teaching (ED 5270)
- Theories of Learning and Cognitive Development (ED 5060)
- Classroom Intervention and Special Education Strategies (ED 5570)
- Linguistic Principles and Methods of Teaching ESL (RL 5760)
- Instructional Strategies and Curriculum Design (ED 5080)

**Special Education Post Baccalaureate Teacher Certification Program**

**Credit by Portfolio Examination**

- Special Education Law (SE 5300)
- Autism and Spectrum Disorders (SE 5570)
- Classroom Intervention and Special Education Strategies (ED 5570)
- Language and Learning Disabilities (SE 5600)
- Curriculum Development in Special Education (SE 6040)

**Secondary Education Post Baccalaureate Teacher Certification Program**

**Credit by Portfolio Examination**

- Foundations of Teaching (ED 5270)
- Theories of Learning and Cognitive Development (ED 5060)
- Classroom Intervention and Special Education Strategies (ED 5570)
- Linguistic Principles and Methods of Teaching ESL (RL 5760)
- Instructional Strategies and Curriculum Design (ED 5080)