ARTICULATION AGREEMENT
between
Kaplan University and Cochise County Community College District

Douglas Campus
Sierra Vista Campus
Benson Center
Wilcox Center
Fort Huachuca Army Education Center
Nogales/Santa Cruz Center
Cochise College Online Campus

I. PURPOSE

The purpose of this Articulation Agreement (the “Agreement”) is to acknowledge that students of the Cochise County Community College District which is comprised of the above listed locations (“COCHISE”) may transfer to an Iowa College Acquisition Corp. d/b/a Kaplan University (“KU”) degree program following completion of a certificate, diploma, or associate’s degree program at COCHISE. With respect to courses of study that will lead to an associate’s degree, both KU and COCHISE will facilitate the transfer of associate-degree graduates to baccalaureate completion programs at KU. This advanced start baccalaureate program (to be known as the “modified 2+2” (or 2.5+1.5 option) is designed to maximize students’ transfer credit capabilities. A “modified” 2+2 program creates a situation where COCHISE students take more than the standard 2 years of coursework at COCHISE College and then transfer to KU with fewer than 2 years remaining to complete a baccalaureate program.

The parties also desire to allow COCHISE students who are on track towards completing their associate degree to enroll in courses at KU prior to completing their associate degree at COCHISE. Although the focus is on students who have completed an associate degree in particular degree programs, students who have not completed an associate degree program 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 COCHISE for transfer credit acceptance at KU. This is only applicable to those classes that KU acknowledges as being acceptable to transfer from COCHISE during its course-by-course review. Credit will not be given for a mark of “Credit” on a Credit/D/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 for any undergraduate course. A Prior Learning Assessment Curriculum Evaluation (“PLACE”) may be developed to aid in the transfer credit evaluation process.

COCHISE agrees to review and accept transfer credits from courses taken at KU towards the student’s graduation requirements to be applied towards a COCHISE associate degree for those students who transferred prior to completing their associate degree but who desire to receive their associated degree from COCHISE, while remaining at KU in a baccalaureate completion program (“Reverse Articulation”).
II. ELEMENTS FOR ADVANCED START BACHELOR'S COMPLETION PROGRAMS

a. To be eligible for application to an advanced start bachelor's program at KU, the student enrolling must submit proof of having been awarded an associate degree from COCHISE, or submit a letter from the COCHISE Registrar indicating that the student is in good standing, the expected date of graduation, the associate degree expected to be earned, and the program/major.

b. Students having completed an associate degree program consisting of a minimum of 95 quarter credits (or the equivalent of 64 semester credits) will be eligible for a block transfer of up to 95 quarter credits and acceptance into KU's "advanced start" baccalaureate option. The maximum number of transfer credits accepted from COCHISE will be equal to 114 quarter credit hours or 76 semester credit hours. Credits earned in excess of 64 semester credit hours at COCHISE will be evaluated by KU on a course-by-course review of all transfer credits submitted on official transcripts from COCHISE to determine applicability to major requirement, minor requirement or open elective credit for a student's enrolled program of study. A Prior Learning Assessment Curriculum Evaluation (PLACE) may be developed to aid in the transfer credit evaluation process. KU reserves the right to make a final determination of all matters related to the transferability and course equivalencies.

c. COCHISE students must fulfill KU requirements as detailed in the most recent KU catalog at the time of enrollment. Such requirements currently entail completion of no less than 25-percent of their program requirements at KU, including a minimum of 50-percent of the major requirements, 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. COCHISE students who are unable to fulfill KU program prerequisites at COCHISE must complete them at KU.

d. COCHISE and KU agree to articulate for programs at the following KU Schools: School of Business and Management, School of Criminal Justice, School for Information Systems and Technology, and the School of Nursing. Specific programmatic transfer information may be provided to COCHISE 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 COCHISE 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 Cochise County Community College District 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 COCHISE students, alumni, or 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 COCHISE relevant transfer information and current KU brochures or transfer guides;
b. Communicate with COCHISE students, alumni and employees via e-mail, postal mail, and other acceptable means as approved by the parties and in accordance with applicable laws to offer students the opportunity of enrolling in an advanced start baccalaureate program at KU;

c. Encourage COCHISE students who are attending classes at a COCHISE campus or online to enroll at KU after completing their current program; and

d. Provide COCHISE with a toll-free number so that COCHISE alumni and employees can discuss educational goals with a KU advisor.

3. Cochise County Community College District agrees to:

a. Assist KU by communicating the benefits of this relationship to COCHISE students, alumni, and employees;

b. Allow KU representatives to conduct on-campus presentations and marketing regarding KU programs for COCHISE 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 COCHISE 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; 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. Reverse Articulation of courses from KU to COCHISE will be acceptable for students desiring to complete their associate’s degree at COCHISE although the student transferred to KU to complete courses that would allow participation in a bachelor’s completion program.

5. KU and COCHISE 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 COCHISE students, alumni and employees concomitant with the date of this fully executed document (date last signed below).

a. COCHISE students, alumni and employees will receive a twenty (20%) percent discount on their KU tuition (discount only applies to tuition). COCHISE students, alumni and employees must inform KU admissions directors about their affiliation with COCHISE to receive their discount;

b. KU will provide information to COCHISE students, alumni and employees on 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 COCHISE 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. 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 the subject matter of transfers and supersede any prior and contemporaneous offers, negotiations, and understandings, whether oral or written, between the parties, including the prior Articulation Agreement entered into by the parties in May 2008 which is hereby terminated as of the effective date of this Agreement as mutually intended and agreed by 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.

V. CONTACTS FOR COORDINATION:

COCHISE Contact: Judith E. Doerr, Ph.D.
Director, Office of Curriculum, Learning and Assessment
doerrj@cochise.edu; 520-515-5400
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
Fort Lauderdale, FL 33309
Attn: Jaime Cocuy, VP - Strategic Alliances Organization

With a copy to (which copy shall not constitute effective notice):
Kaplan Higher Education
6301 Kaplan University Avenue
Fort Lauderdale, FL 33309
Attn: Legal Department

If to COCHISE: Cochise College
901 North Columbo Avenue
Sierra Vista, AZ 85635
Attn: Dr. Verlyn Fick, Vice President for Instruction/Provost

With a copy to (which copy shall not constitute effective notice):
Cochise College
901 North Columbo Avenue
Sierra Vista, AZ 85635
Attn: Dr. Judith Doerr, Director, Curriculum, Learning and Assessment

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:

Verlyn Fick, Ph.D.  
Vice President for Instruction/Provost  
Cochise County Community College District

Jaime Cocuy  
Vice President, Strategic Alliances Organization  
Iowa College Acquisition Corp. d/b/a  
Kaplan University