

## ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") by and between the University of Phoenix, Inc. (hereinafter referred to as "UNIVERSITY"), located at: 4025 S. Riverpoint Parkway, Phoenix, Arizona 85040 and College of the Mainland (hereinafter referred to as "INSTITUTION") having a business at: 1200 North Amburn Road Suite 158, Texas City, Texas, 77591-2435 is entered into as of the date of execution by both parties as set forth below.

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions regarding articulation between INSTITUTION and UNIVERSITY;

**WHEREAS**, this Agreement is intended to assist associate degree students in completing their Associate's Degree from INSTITUTION and to continue their education in a bachelor degree program at the UNIVERSITY; and

**WHEREAS**, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Articulation Process, Features and Benefits**

- 1.1 The UNIVERSITY will articulate college-level, degree applicable associate degree courses from INSTITUTION. For the purposes of this agreement college-level, degree applicable associate degree courses are indicative of transferrable, freshman level and above courses, and not indicative of remedial, developmental, professional or other non-transferrable course types.
- 1.2 Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and at least a grade of C or higher to transfer towards Required Course of Study requirements at the UNIVERSITY. Some specialized programs leading to licensure or certification may require a grade greater than a C to transfer towards Required Course of Study requirements at the UNIVERSITY.
- 1.3 Students transferring college-level course credits from INSTITUTION will be subject to all UNIVERSITY admissions requirements. Students transferring from INSTITUTION that meet all program-specific UNIVERSITY admissions requirements and conditions will be accepted into their program of choice.
- 1.4 Students admitted to the UNIVERSITY transferring from the INSTITUTION will have all college-level, degree applicable associate degree courses from the INSTITUTION accepted in transfer. Application of credits towards degree requirements will be subject to the degree program of choice by the student and additional credits may be needed to fulfill the degree program requirements. The UNIVERSITY degree program requirements may be viewed at [www.phoenix.edu](http://www.phoenix.edu).

### **2. Services Provided to INSTITUTION by the UNIVERSITY**

- 2.1 The UNIVERSITY shall create a Course Transfer Guide (CTG) in PDF format which will include course by course transfer categories for courses that are designated as fulfilling a general education category. The UNIVERSITY will publish the CTG on its external facing websites, including but not limited to Phoenix.edu.
- 2.2 UNIVERSITY will create and provide a sample Program Transfer Guide (PTG) exemplifying how an associate's degree may transfer to a bachelor's degree offered at UNIVERSITY. The transfer guide can be made available to students, faculty and advisors as INSTITUTION deems fit. The UNIVERSITY will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in UNIVERSITY'S sole discretion.
- 2.3 A student transferring from INSTITUTION under the terms of this Agreement shall be governed by the graduation requirements set forth in the UNIVERSITY Student Catalog in effect at the time of the student's initial enrollment at the UNIVERSITY; provided, however, that the student maintains continuous enrollment as defined in the Student Catalog.
- 2.4 Subject to FERPA (as defined in Section 6) and applicable laws and regulations, the UNIVERSITY will inform INSTITUTION as to which currently enrolled UNIVERSITY students may be eligible for an Associate degree award at the UNIVERSITY as a result of their enrollment with the UNIVERSITY. The report will only include those students that have opted into this process via a signed Reverse

Transfer Consent form. In accordance with applicable laws and regulations, the timing of the report and the transfer of the information will be delivered in a format mutually agreed upon by the INSTITUTION and the UNIVERSITY. The INSTITUTION will be solely responsible for all communications, notifications, and advisements to the students set forth in the reports who are eligible for an Associate degree award. INSTITUTION shall be solely responsible for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the INSTITUTION; provided, however, that any use of the UNIVERSITY's name, image or likeness shall require UNIVERSITY's prior written consent as more fully described in Section 7 below. The UNIVERSITY does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree is at the discretion of the receiving institution. It is the student's responsibility to confirm whether or not credits earned at the UNIVERSITY will be accepted by INSTITUTION or another institution of the student's choice.

- 2.5 Students transferring to UNIVERSITY into an undergraduate bachelor degree program with a previously completed regionally accredited Associate of Arts degree from INSTITUTION will be considered as satisfying their lower division elective and general education requirements making the student Required Course of Study ready at UNIVERSITY. Students utilizing this policy will still need to meet all pre-requisite or state specific content requirements as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education builds including but not limited to: BSN, LPN/BSN, LVN/BSN, P/VN/BSN, BSLS, BSED, BS/BIO, BA/ENG, BS/EVS, BS/HIS, BS/HST, and BSIT (all concentrations). For clarification the UNIVERSITY reserves the right to exclude any new or existing programs with specialized lower division general education builds.

### 3. Services Provided to the UNIVERSITY by INSTITUTION

- 3.1 Upon request by UNIVERSITY, INSTITUTION will provide the opportunity for UNIVERSITY representatives to meet with INSTITUTION'S students on an ongoing basis on dates and at times mutually agreed upon.
- 3.2 INSTITUTION will assist the UNIVERSITY in the distribution of updated degree and transfer materials to alumni and current students.

### 4. Fees

- 4.1 Unless expressly set forth herein, there are no fees for the articulation services provided by UNIVERSITY to INSTITUTION.
- 4.2 Student's articulating into UNIVERSITY are subject to UNIVERSITY'S standard admission and tuition costs and fees.

### 5. Accreditation

- 5.1 INSTITUTION represents and warrants that it is an associate degree granting institution currently accredited by an approved regional or national accrediting body recognized by the U.S. Department of Education. INSTITUTION further represents and warrants that it does not have any adverse actions pending against it that may jeopardize its current accreditation status. INSTITUTION acknowledged and agrees that INSTITUTION shall notify the UNIVERSITY immediately of any adverse changes in its accreditation status or if any adverse action has been taken that would impact INSTITUTION's ability to operate in the state/jurisdiction they are approved to operate in. UNIVERSITY may terminate this Agreement immediately if there is a change in INSTITUTION's accreditation status and/or if INSTITUTION fails to notify the UNIVERSITY of a change in accreditation status.
- 5.2 If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

### 6. FERPA

Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA").

Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

## 7. Intellectual Property

Upon prior approval, either party may use the name, logo, image or likeness, tradename, service marks or domain names ("Marks") of the other in furtherance of their obligations under this Agreement. INSTITUTION expressly permits the UNIVERSITY to publish the CTG and/or the PTG on its external facing websites. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light. Any marketing or promotional materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

## 8. Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.

## 9. Terms and Termination of Agreement

- 9.1 This Agreement shall be effective as of May 1, 2018 ("Effective Date") and shall remain in effect until terminated.
- 9.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.
- 9.3 This Agreement may be terminated as provided for in Section 5.2.
- 9.4 In the event this Agreement is terminated, INSTITUTION shall permit the UNIVERSITY to continue to allow INSTITUTION's name and the CTG and/or the PTG to be published by UNIVERSITY for as long as the CTG and/or PTG are applicable to any current or future students' transfer of credit.

## 10. Notice

Each party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

If to UNIVERSITY  
 University of Phoenix  
 Attn: College Articulation Department  
 4025 S. Riverpoint Parkway  
 Phoenix, AZ 85040  
 Mail Stop: CF-L401

If to INSTITUTION  
 College of the Mainland  
 Attn:  
 1200 North Amburn Road Suite 158  
 Texas City, Texas 77591-2435

With a copy to:

University of Phoenix  
 Attn: University Legal Services  
 4025 S. Riverpoint Parkway  
 Phoenix, AZ 85040  
 Mail Stop: CF-K612

**11. Miscellaneous Provisions**

- 11.1 This Agreement may be executed electronically. Said electronic copy shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- 11.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 11.4 This Agreement embodies the entire agreement and understanding between the parties and as of the Effective Date expressly terminates the Alliance Memorandum of Understanding between INSTITUTION and the UNIVERSITY dated 6/21/2013 and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof including any tuition benefits.
- 11.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- 11.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.
- 11.7 This Agreement is for the benefit of UNIVERSITY and INSTITUTION only and not for the benefit of any third party.

**UNIVERSITY OF PHOENIX, INC.**

**COLLEGE OF THE MAINLAND**

John T. Woods, Ph.D.

John T. Woods, Ph.D. (Apr 5, 2018)

Signature

John T. Woods, Ph.D.

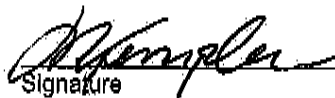
Printed Name

Provost/CAO

Title

Apr 5, 2018

Date



Signature

James R. Templar

Printed Name

Vice President for Instruction

Title

03/23/18

Date