



## **ARTICULATION AGREEMENT**

**between**

**Kaplan University and Colorado Community College System:**

Arapahoe Community College  
Colorado Community College  
Community College of Aurora  
Community College of Denver  
Front Range Community College  
Lamar Community College  
Morgan Community College  
Northeastern Junior College  
Otero Junior College  
Pikes Peak Community College  
Pueblo Community College  
Red Rocks Community College  
Trinidad State Community College

### **I. PURPOSE**

The purpose of this Articulation Agreement (the "Agreement") is to acknowledge that students of colleges included in the Colorado Community College System (hereinafter referred to as "CCCS") may transfer to an Iowa College Acquisition Corp. d/b/a Kaplan University (hereinafter referred to as "KU") degree program following completion of a certificate, diploma, or associate's degree program (as applicable) at CCCS. CCCS further agrees to accept transfer credits from such courses taken at KU towards the student's graduation requirements for an associate's degree affording students who elect to receive their associate's degree from CCCS to submit KU transcripts to CCCS for that purpose ("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's degree from CCCS.
- b. Students having completed an associate's degree program consisting of a minimum of 90 quarter credits (or the equivalent of 60 semester credits) will be eligible for a block transfer of up to 90-quarter credits, junior status, and acceptance into KU's "advanced start" baccalaureate option.
- c. CCCS students must fulfill KU requirements, which 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.



### III. TERMS

- a. Because of this agreement to articulate, KU will extend the following discount to CCCS alumni concomitant with the date of this fully executed Agreement.
  - i. CCCS alumni will receive a ten percent (10%) discount on their KU tuition (discount is applicable to tuition only). CCCS alumni must inform KU admissions directors about their affiliation to receive their discount;
  - ii. KU will extend to CCCS alumni and employees all of its online certificates, undergraduate, and graduate programs, as and when offered;
  - iii. Both KU and CCCS 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 CCCS will be acceptable for students desiring to complete their associate's degree at CCCS although the student transferred to KU to complete courses that would allow participation in a bachelor's completion program.
  
- b. Kaplan University agrees to:
  - i. Provide CCCS relevant transfer information and current KU brochures or transfer guides;
  - ii. Communicate with CCCS students, alumni and employees via e-mail, postal mail, telephone and other means to offer them the opportunity of enrolling in an advanced start baccalaureate program at KU;
  - iii. Encourage CCCS students who are attending classes at a CCCS campus or online to enroll at KU after completing their current program; and
  - iv. Provide CCCS with a toll-free number so that CCCS alumni and employees can discuss educational goals with a KU advisor.
  - v. Inform students when they have enough credits to elect Reverse Articulation towards an associate's degree at CCCS.
  
- c. CCCS agrees to:
  - i. Assist KU by communicating the benefits of this relationship to CCCS students, alumni, and employees;
  - ii. Allow KU representatives to conduct on-campus presentations and marketing regarding KU programs for CCCS students, alumni and employees.
  - iii. 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.
  
- d. This Agreement is effective for the 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 educational 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 Colorado, without regards to conflict of laws principles.



- e. Either party may terminate the Agreement without cause upon 90 days written notice to the other party. 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. Admission criteria, transfer 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 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.
- f. The parties will 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.
- g. The parties grant to each other a revocable, non-exclusive, non-transferable license to use each others' 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 CCCS alumni. 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 other party at termination or expiration of the Agreement. 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.
- h. 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.
- i. 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.
- j. This Agreement and any academic worksheets or specific course articulation charts (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 as of May 2008 which is hereby terminated as of the effective date of this Agreement as mutually intended and agreed by the parties.



#### **IV. CONTACTS FOR COORDINATION**

**CCCS Contact:**

Geri Anderson  
Vice President and Provost  
720.858.2747  
Geri.anderson@cccs.edu

**KU Contact:**

Toni Feldman  
Executive Director, Academic Alliances  
954.512.6242  
tfeldman@kaplan.edu

#### **V. 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: Michael Leadbetter

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

**If to CCCS:**


Colorado Community College System  
9101 E. Lowry Blvd., Bldg. 959  
Denver, CO 80230  
Attn: Geri Anderson

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

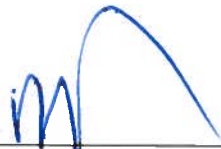
**ACADEMIC TERM START DATE:** Summer, 2012



**ACCEPTED AND AGREED:**

  
\_\_\_\_\_  
Nancy J. McCallin  
President  
Colorado Community College System

4-27-12  
Date

  
\_\_\_\_\_  
Michael Leadbetter  
Senior Vice President, Kaplan University Group  
Iowa College Acquisition Corp. d/b/a  
Kaplan University

4-21-12  
Date