

JUN 12 2008

**ARTICULATION AGREEMENT
BETWEEN
THE SAN JACINTO COMMUNITY COLLEGE DISTRICT
AND
ASHFORD UNIVERSITY**

THIS AGREEMENT is made and entered into as of the 30 day of MAY, 2008 by and between Ashford University and the San Jacinto Community College District. Ashford University is regionally accredited by The Higher Learning Commission and is a member of the North Central Association (30 North LaSalle Street, Suite 2400, Chicago, Illinois 60602, 312-263-0456, www.ncahigherlearningcommission.org). Ashford University is an institution of higher education having its principal place of business at 400 Bluff Boulevard, Clinton, Iowa 52732. The San Jacinto Community College District (herein after called "District") is a community college established by and operated pursuant to the laws of the State of Texas and having its principal place of business at 4624 Fairmont Parkway, Pasadena, Texas 77504.

INTRODUCTION

This Articulation Agreement acknowledges that Ashford University and District are active educational partners, committed to providing greater educational opportunities and services for students transferring between institutions. This commitment strongly supports the concept of seamless transfer that embraces the principle that transfer students should not be required to repeat competencies already achieved.

Ashford University and District enter into this Articulation Agreement in the spirit of cooperation and mutually recognize each other as quality institutions of higher learning. Each institution is dedicated to serving students from all walks of life, regardless of race, ethnicity, religion, sex, disability, color, age, family status, national origin or other non-merit factors.

PURPOSE

The purpose of this Agreement is to enable District students who transfer to Ashford University to carry with them the credits that they have already earned.

RECITALS

(a) Ashford University is an accredited institution of higher education duly authorized to offer programs leading to various baccalaureate degrees and to confer such degrees.

(b) District is authorized to offer programs leading to various associate degrees, and to confer the appropriate associate degree on students successfully completing such programs. All such programs are registered with the Texas Higher Education Coordinating Board.

(c) District wishes to facilitate the recognition by Ashford University of academic credit awarded to its students for work completed toward District associate degrees, or credit recognized by District for work completed by its students at other institutions and accepted by it toward a District degree; and Ashford University is willing to recognize such credits toward an appropriate Ashford baccalaureate degree in programs where the conditions set forth below are met.

TRANSFER ELEMENTS

Treatment of Associate of Arts (AA), Associate of Science (AS) and Associate of Arts in Teaching (AAT)

Students who earn an Associate of Arts, Associate of Science or Associate of Arts in Teaching degree will be recognized as having satisfied the first two years of coursework associated with Ashford University baccalaureate degree programs and will not be required to repeat lower-division requirements at Ashford University. All credits earned at the District in all programs, will be accepted and applied to the designated/appropriate Ashford University degree(s). Credit by testing and other non-traditional mechanism such as Advanced Placement (AP), American Council on Education (ACE) credit, and International Baccalaureate, will be accepted in accordance with Ashford University's policies and procedures for assessment of non-traditional credit. Ashford University will accept a maximum of 75 non-traditional credits.

Students graduating from the District with a minimum cumulative GPA of 2.0 are guaranteed admission to Ashford University. District students will go through Ashford University's transfer process and must, therefore, meet all applicable requirements and deadlines pertaining to application for admission, orientation and registration, and payments of tuition and fees. District graduates seeking to transfer to Ashford University shall abide by the policies and procedures, along with any revision thereof, that apply to all students of Ashford University. The current year's Catalog will govern the standard of admission to Ashford University and policies regarding recognition of transfer credits at the time the student seeks enrollment.

In order to complete the baccalaureate program in a timely manner, students are advised to follow the -Articulation Agreement/Degree Transfer Guide for the academic program they plan to pursue at Ashford University. If the student intends to change degree focus upon admission to Ashford University, the student may be required to complete lower division preparation work prior to beginning the program at Ashford University.

Treatment of District Coursework for Students *Without* an Associate of Arts (AA), Associate of Science (AS) or Associate of Arts in Teaching (AAT)

District students transferring to Ashford University without an Associate of Arts (AA), Associate of Science (AS) or Associate of Arts in Teaching (AAT) degree (including students that have earned Associate of Applied Science degrees, certificates and/or

diplomas) will have all District courses, numbered 1000 and above and with a grade of “C- or better” accepted for transfer, either as an elective, a general education requirement or an exemption or replacement for a required course, where applicable. Students may transfer up to 90 units.

District’s General Education Curriculum

Completion of the District’s state-approved General Education Curriculum shall transfer and will satisfy the lower-division general education requirements at Ashford University, either as a component of an Associate degree or as stand-alone general education coursework not associated with an Associate Degree. In the event that a state-approved general education curriculum does not exist, the District’s general education curriculum shall be evaluated by Ashford University for course applicability and accepted accordingly.

Award of Upper-Division Credit

Students who transfer lower-division credits beyond that required for an Associate Degree or whose lower-division credits are equivalent to designated upper-division credits can request/petition these courses be evaluated by Ashford University and, where appropriate, be applied toward the course in the major. If granted, students will still need a minimum of 30 upper division credits to meet graduation requirements.

Total Number of Transferable Credits

With respect to Ashford University’s College of External Studies, the maximum number of credits that may be accepted and applied toward degree completion is 99 credits, 90 of which may be from community colleges.

All other Colleges of Ashford University have a maximum transfer policy of 90 credits, all 90 of which may be from community colleges.

Maximum Age of Associate Degree

The College of External Studies at Ashford University places no general age limit on transfer credit from regionally accredited and selected nationally accredited institutions, with possible exceptions in subject areas where there has been significant change. Requirements are noted in specific in degree/major requirements.

Transfer Appeals Procedures

Any student who wishes to challenge a transfer request or decision may submit a written appeal to the University Registrar at Ashford University.

OBLIGATIONS OF ASHFORD UNIVERSITY

The obligations of Ashford University in carrying out this agreement include the following:

- Provide academic advising to District students once they are registered with Ashford University;
- Provide materials, catalogs and other information to District advisors to facilitate their understanding of Ashford University's requirements and academic programs;
- Develop, distribute and ensure the accuracy of all transfer articulation products (e.g. Articulation Agreement/Degree Transfer Guide.)

OBLIGATIONS OF THE DISTRICT

For its role in this Articulation Agreement, the District shall:

- On an annual basis, review the contents of this Agreement and recommend any changes to Ashford University;
- Support the marketing effort by promoting the programs through student, alumni and community publications/media and through the marketing staffs of each institution;
- Where allowed with the policies and procedures of the District, the laws of the State of Texas, and the laws and regulations of the United States, provide Ashford with access to graduates and potential graduates to enable Ashford to market and promote its online degrees. Examples may include, but are not limited to, invitations to career and college fairs, opportunities to distribute materials on campus and providing space on bulletin boards. Any contact with potential students shall be carried out within the limits established by the District;
- Provide Ashford the opportunity to advertise in District publications;
- Designate administrative, academic and student services personnel who will act as a liaison to their counterparts at Ashford;
- Train staff in those facilities to support the needs of these students and to cooperate with their Ashford counterparts within limits to be determined by the District;
- Advise, assist and support strategically and at the policy level Ashford's efforts to provide quality education through distance education to students graduating from the District.

JOINT OBLIGATIONS

In carrying out their respective roles under this Agreement, the District and Ashford University agree to the following:

- Provide direct links between their institutional websites, indicating the existence of this Articulation Agreement;
- Make available official lists of programs for which articulation agreements have been approved by both the District and Ashford on both institutions' websites.

Annual Evaluation

There shall be an annual evaluation of the program supported by this Agreement, with representatives of both parties participating in the evaluation process. Either party may request additional reviews regarding curricular changes and other institutional alterations and conditions. The party initiating such additional reviews shall communicate their request to the other party in a timely manner.

The information obtained from these evaluations shall be used to improve the transfer process for the benefits of students.

Term and Modification

The terms of this agreement are linked to the current catalog year. The agreement should automatically renew every catalog year thereafter. Any changes to the catalog will be automatically reflected as part of the agreement. In the instance either party would like to terminate the agreement, the party shall give the other party not less than (90) days written notice that the agreement will terminate at the end of the current catalog year.

Should this Agreement be terminated, District students in the process of applying to Ashford University at the time of termination shall be allowed to complete the application process and complete degrees under the terms of this Agreement.

This Agreement is effective only under the condition that both the District and Ashford University maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. In the event that either party loses its accreditation, this Agreement shall terminate immediately.

Any modifications to this Agreement must be made in writing and signed by both parties. Changes to course classifications and course sequence templates developed under this agreement, including additions, deletion and corrections, may be made at any time and shall become effective when signed by the appropriate representatives of both institutions.

Laws, Rules and Regulations

District and Ashford University will comply with, and will be responsible for requiring their respective officers and employees to comply with, all applicable federal, state, and local laws and regulations; and the rules and regulations of their respective Boards of Trustees, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99.

Notices

All notices given pursuant to this Agreement shall be in writing and shall be validly given on (1) the date of delivery if delivered by email, facsimile transmission, registered or certified mail, or hand delivered, or (2) three (3) business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party:

Ashford University:

San Jacinto Community College District

Dr. Jane McAuliffe, President
400 Bluff Boulevard
Clinton, Iowa 52732

Office of the Chancellor
4624 Fairmont Parkway
Pasadena, TX. 77504
Phone No.: 281-998-6101
Facsimile No.: 281-479-8127

Vice Chancellor of Fiscal Affairs
4624 Fairmont Parkway
Pasadena, TX. 77504
Phone No.: 281-998-6306
Facsimile No.: 281-998-6324

General

Force Majeure. Neither party shall be liable for any delays resulting from acts of nature, strikes, riots, acts of war, epidemics, or governmental regulations.

No Publicity. Neither party hereto shall, without securing written consent of the other party, publicly announce the existence of this Agreement or advertise or release any publicity in regard thereto, except that Ashford University and District may disclose the terms of this Agreement to the extent required by law or regulation.

Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Ashford University and shall be binding upon and inure to the benefit of District's legal representatives, successors, and assigns.

Governing Law. Harris County, Texas, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Severability. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

Assignment. Except as otherwise provided in this Agreement, neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, which assignment shall not be unreasonably withheld, and any such attempted assignment shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative.

ASHFORD UNIVERSITY:

By: 
Name: Jane McAuffe
Title: President
Date: 5/30/08

SAN JACINTO COMMUNITY COLLEGE DISTRICT

By: 
Name: William H. Lindemann, Jr., Chancellor
Title: San Jacinto Community College District
Date: 5-18-08