

This Articulation Agreement ("Agreement") is entered into on November 30, 2013 by and between Mt. San Jacinto College¹, located at 1499 N. State St., San Jacinto, CA 92583, and by Capella University², located at 225 So. 6th Street, 9th floor, Minneapolis, MN 55402.

1. PURPOSE

- a. The Agreement has as its sole purpose the establishment of a relationship of mutual benefit between Educational Institution and Capella University in order to make baccalaureate and graduate degree programs available to faculty, staff, and graduates of Educational Institution.
- b. This Agreement includes a course-to-course transfer agreement between Educational Institution and Capella University, which is intended to allow holders of Educational Institution credits to transfer approved credit hours into a Capella University program of study.

2. DESCRIPTION OF THE RELATIONSHIP

- a. Capella University will award quarter transfer credit for approved Educational Institution courses into one of the bachelor's degree programs listed below:
 - Bachelor of Science in Business specializations (including all listed specializations)
 - Bachelor of Science in Information Technology specializations (including all listed specializations and minors)
 - Bachelor of Science in Public Safety specializations (including all listed specializations)
 - Bachelor of Science in Nursing (only applicable for individuals holding a valid RN license)
 - Bachelor of Science in Psychology (including all listed specializations)
- b. Also included in this Agreement between Capella University and Educational Institution is a specific degree to degree agreement based on the 2013-2014 Educational Institution catalog, allowing Educational Institution graduates to be awarded specific credit hours into Capella University programs of study. Because Capella is on an academic quarter calendar, Capella University will convert semester credit hours to quarter credit hours using a formula to convert one (1) semester credit hour to the equivalent of one and one half (1.5) quarter credit hours. The specific degree program Agreements between Capella University bachelor degree programs and Educational Institution Associate of Arts, Associate of Science, and Associate of Applied Science degrees are listed in Appendix 1.

¹ Mt. San Jacinto College is accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges, (10 Commercial Blvd. - Suite 204, Novato, CA 94949, (415) 506-0234; fax: (415) 506-0238, www.accjc.org), a regional accrediting body recognized by the Council for Higher Education Association and the U. S. Department of Education, Board of Registered Nursing and the Board of Vocational Nursing and Psychiatric Technician Examiners. The college has been approved for training of veterans under the various United States public laws and California veteran enactments; the Bureau of Immigration and various United States public laws and California veteran enactment. The Bureau of Citizenship and Immigration Services has approved Mt. San Jacinto College for international students under educational visas. Mt. San Jacinto College is authorized under federal law to enroll non-immigrant students.

² Capella University is accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools (NCA), www.ncahlc.org. Capella University, 225 South Sixth Street, Ninth Floor, Minneapolis, MN 55402, 1-888-CAPELLA (227-3522), www.capella.edu.

- c. Students from Educational Institution graduating in one of the listed degree programs must graduate from Educational Institution with an Associate of Arts (AA), Associate of Science (AS), or Associate of Applied Science (AAS) degree and have an overall GPA of at least 2.0 on a 4.0 scale, as calculated by Educational Institution.
- d. The Associate of Arts and Associate of Science degree programs at Educational Institution require at least 60 semester credit hours, equivalent to at least 90 quarter credit hours, for graduation. The general education core includes study in the areas of English composition, humanities and fine arts, natural sciences and mathematics, and social and behavioral sciences.
 - 1) Educational Institution students who have completed the general education core (following stipulated exceptions listed in Appendix 2) will be considered to have fulfilled the general education requirements for Capella University.³
- e. Students from Educational Institution must meet all other admission and transfer criteria documented in the current Capella University Catalog.
- f. All college-level courses meeting Capella University transfer requirements at Educational Institution will be evaluated for transfer into a Capella University baccalaureate degree program up to a maximum of 135 quarter (90 semester) credit hours of academic credit.
- g. Transfer students must complete a minimum of 45 quarter credit hours of their core and specialization course work at Capella to meet Capella University graduation requirements. In addition, at least 45 of the learner's final 90 quarter credit hours must be from Capella University.
- h. (If applicable) Graduates of Educational Institution who complete a bachelor's degree program with Educational Institution, apply for admission to a graduate program at Capella University, and meet or satisfy all Capella University admission requirements will be admitted to Capella University's graduate programs of study.

3. ADDITIONAL BENEFITS PROVIDED BY CAPELLA UNIVERSITY

- a. Eligible Educational Institution faculty, staff, and graduates will receive a 10% tuition discount⁴ on all Capella University courses, excluding residential colloquia and fees, beginning with the date of this Agreement as long as this Agreement remains in effect. The tuition discount is not retroactive.
- b. Capella University extends benefits and resources to our U.S. Armed Forces learners including:
 - Maximum tuition discount of up to 15%
 - 15% for undergraduate courses
 - 10% for graduate courses
 - Credit for military training
 - Post-9/11 GI Bill and Yellow Ribbon program
 - Dedicated military support services team
 - Flexible military leave policy

³ This does not apply to residents of Arkansas.

⁴ While taking every effort to keep tuition costs down, Capella University reserves the right to increase tuition.

- c. Capella University will provide a dedicated primary contact (“Alliance Manager”) to facilitate the Agreement between the Educational Institution and Capella University.
- d. Capella University will provide a welcome page specifically for Educational Institution faculty, staff, and graduates on the Capella website (www.capella.edu/msjc).
- e. Capella University will list Educational Institution as an alliance member on an internal site utilized by Capella learners and/or on the main Capella website and maintain a link that will direct learners to Educational Institution’s website.
- f. Capella University will provide marketing assistance, literature, and other information to Educational Institution to support its efforts in promoting continued education.
- g. Capella University will provide Educational Institution updated degree and transfer materials for faculty, staff, and graduates.
- h. When possible, Capella University will participate in Educational Institution transfer fairs, graduate events and faculty/staff development opportunities.
- i. Capella University is willing to work with Educational Institution to co-sponsor a cohort learning group, a team of faculty and/or staff on a degree track together (minimum level of participants is required).
- j. Capella University will share information regarding the aggregate number of enrollments and courses taken by Educational Institution faculty, staff, and graduates on an annual basis.
- k. When permissible, Educational Institution will be invited to various networking events hosted by Capella and attended by local Higher Education Alliance Program participants.
 - 1) Capella University may have faculty members available for on-site or web-based presentations on topical issues that are relevant to professionals in the education industry. Examples include: *Trends and Challenges in Higher Education*, *Academic Standards in Online Teaching and Curriculum*, *Instructional Design in Online Learning*, and *Succession Planning: Addressing the Leadership Gap in Higher Education*.
 - 2) Faculty participation is subject to availability and may be at the expense of Educational Institution.

4. EDUCATIONAL INSTITUTION PARTICIPATION GUIDELINES

- a. Educational Institution will assign a primary point of contact person to work with the Alliance Manager to effectively implement participation benefits to faculty, staff, and graduates.
- b. Educational Institution will work with Capella University to develop effective ways to share the benefits of this Agreement with faculty, staff, and graduates. (Examples may take a variety of forms including: messaging within graduate publications, student newspaper, faculty newsletter, Internet or intranet placement, participation in a transfer event and/or faculty/staff development opportunity.)

- c. Educational Institution will distribute and/or make available updated degree and transfer information from Capella University to its learners via their transfer or career center.
- d. Educational Institution will provide a link to their job postings to be linked to Capella University's internal Career Center site. This will provide a link for Capella University graduates to review possible job opportunities with Educational Institution.

5. GUIDING PRINCIPLES FOR BOTH PARTICIPATING INSTITUTIONS

- a. Implementation and interpretation of this Agreement will be consistent with applicable and mandatory policies and procedures established by the accrediting and governing bodies of either institution or other agencies having jurisdiction over the operation of either institution.
- b. Participation of learners in the degree programs will be permitted in compliance with the applicable federal, state, and local non-discrimination laws and regulations.
- c. Both institutions, where permitted, shall advertise the provisions of this Agreement so that it is disseminated to all prospective and existing learners by reasonable means. This could include but is not limited to: student catalogs, transfer guides, program brochures, intranet or Internet sites, and other advertising.
- d. Both institutions, where permitted, may issue joint press releases and other announcements with prior written approval from both parties.
- e. Both institutions agree to use the other's logo(s), trademark(s), trade name(s) or service mark(s) (whether registered or not) **only** after first obtaining the express prior written consent of the other party.
- f. Both institutions shall maintain their accreditation with their regional accrediting associations and any other accreditation currently in existence pertaining to degree programs articulated via this Agreement. If either institution experiences a change in accreditation status, said institution shall provide prompt written notification of the change to the other institution using the contact information found in Section 10 of this Agreement.
- g. Both institutions shall have the common goal of developing a comprehensive and seamless services infrastructure for this articulation program.
- h. Both institutions, where permitted, may build and maintain a link on their intranet and/or their Internet site that posts employment information so that students and alumni may research employment opportunities with alliance institutions.

6. PROCESS FOR IDENTIFYING MEMBERSHIP

Capella will establish a procedure to assist with identifying Educational Institution faculty, staff, and graduates. However, it is ultimately the responsibility of Educational Institution affiliated learners to identify themselves in order to receive the tuition discount and be considered a participant in the Agreement. Affiliated learners failing to officially notify Capella University until after they begin their course work will not be entitled to receive a retroactive tuition discount. Their tuition discount and participation in the benefits of the Agreement will begin the following academic quarter. In situations where a tuition discount is being provided to a learner based on their employment status as a faculty or staff member of Educational Institution, Capella University will

periodically verify the learner’s continued employment relationship with the member institution. If it is determined that the learner is no longer a faculty or staff member, their eligibility to receive the tuition discount will cease on a go-forward basis.

7. NON-ASSIGNMENT/TRANSFERABILITY

The benefits granted to Educational Institution under this Agreement may not be transferred or assigned without express written consent from Capella University.

8. DURATION, REVIEW, TERMINATION AND GOVERNING LAW

- a. The Agreement will remain in effect for three (3) years and will be deemed to renew automatically for additional one-year terms as long as the obligations of the relationships are being met by both parties.
- b. This Agreement will be reviewed for changes to degree and general education requirements at both Capella University and Educational Institution no later than three (3) years from signature date.
- c. Either party may terminate participation in the Agreement with or without cause by giving a 90-day written notice to the other party. Tuition and fee rates, admission criteria and academic and other requirements will be subject to the Capella University Catalog at the time of the learner’s admission to Capella University. Active learners at the time of termination will be grandfathered in and receive a tuition discount until such time they are separated from Capella University.
- d. This Agreement shall be governed by and construed in accordance with the laws of Minnesota, without regard to the principles of conflicts of law thereof. Any legal action arising out of this Agreement shall be venued in the state or federal court located in Hennepin County, Minnesota.

9. REVISIONS TO AGREEMENT

Amendments and/or revisions to the Agreement may be made in writing at any time by mutual consent of all parties. Such amendments and/or revisions signed by authorized representatives of both parties shall be prepared in the form of an Addendum Agreement. The procedure for approval of such addenda and/or revisions shall follow the same procedure employed in securing approval of all parties in the original cooperative agreement. Each of the parties shall work cooperatively to review, at least annually, and to update each year as appropriate, specific items or operational procedures included in this Agreement.

10. NOTICES

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g. Federal Express, UPS), charges prepaid, signature receipt requested; and addressed as set forth below:

For: Mt. San Jacinto College
1499 N. State St.
San Jacinto, CA 92583

For: Capella University
Capella Tower
225 South 6th Street, 9th Floor
Minneapolis, MN 55402

Attn: Janet McCurdy

Attn: Office of General Counsel

Email: jmccurdy@msjc.edu

Email: Contracts@capella.edu

Phone: 951-487-3280

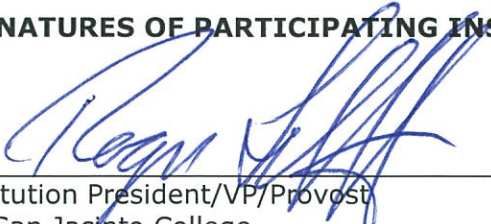
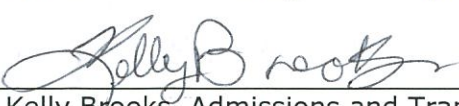
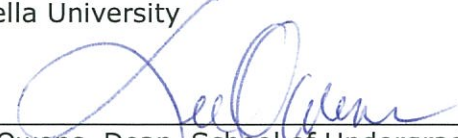
Phone: 612.977.5220

Fax: 951-487-1903

Fax: 612.977.5060

We look forward to working with you and adding value to your institution. If you choose to execute this Articulation Agreement as described above, please sign below:

SIGNATURES OF PARTICIPATING INSTITUTIONS

 <hr/> Institution President/VP/Provost Mt. San Jacinto College	<hr/> 12/2/13 Date
 <hr/> Kelly Brooks, Admissions and Transfer Officer Capella University	<hr/> 12/19/13 Date
 <hr/> Lee Owens, Dean School of Undergraduate Studies Capella University	<hr/> 12/19/13 Date