

COLLEGE ARTICULATION AGREEMENT

between



and

Pioneer Pacific College Oregon

This College Articulation Agreement (“Agreement”) by and between the **University of Phoenix, Inc.** located at: **4025 South Riverpoint Parkway, Phoenix, Arizona 85040** and **Pioneer Pacific College Including Wilsonville-Clackamas-Eugene/Springfield Campuses** having a business at: **25701 SW Parkway Avenue, Wilsonville, OR 97070** is entered into as of the date of execution by both parties as set forth below.

The purpose of this Agreement is to set forth the terms and conditions regarding articulation between Pioneer Pacific College and University of Phoenix. This Agreement is intended to increase the options available to associate degree students from Pioneer Pacific College to continue their education in a bachelor degree program at the University of Phoenix. 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.

1. Articulation Process, Features, Benefits, and Transfer Policy

- 1.1 The University of Phoenix will articulate the associate degree courses from Pioneer Pacific College.
- 1.2 All transferable college level credit (including vocational degrees), awarded by University of Phoenix Transfer Policy with the grade of “C-” (1.66) or above will transfer to the University of Phoenix as semester credit hours. A minimum grade of “C” (2.0) is required in order to be accepted to waive or exempt a University of Phoenix undergraduate required course. The University of Phoenix transfer policy can be viewed at www.phoenix.edu.
- 1.3 Students transferring college level course credits from Pioneer Pacific College will be subject to all University of Phoenix admissions requirements; meaning all associate degree-related courses, subject to program limitations, will automatically transfer.
- 1.4 Although credits will be accepted in transfer, additional general education credits may be needed to fulfill the degree program requirements. The University of Phoenix admissions requirements may be viewed at www.phoenix.edu.

- 1.5 If the student is enrolled in the Bachelor of Science in Management program (in states where offered), the associate degree focus will be listed as an area of emphasis on the baccalaureate transcript and University of Phoenix diploma.
- 1.6 Students from Pioneer Pacific College, who are within 12 months of the completion of their associate degree, may pre-apply to a University of Phoenix Baccalaureate program and will be granted access to the University of Phoenix Library Online Collection. Continued access to these services following the 12-month period will require students to be enrolled in the University of Phoenix.

2. 2+2 Agreement(s)

If Pioneer Pacific College is interested in seeking a 2+2 program agreement, Pioneer Pacific College may contact www.phoenix.edu to see if Pioneer Pacific College's program(s) qualify. A 2+2 agreement permits a student of Pioneer Pacific College who has earned an associate degree in a specific program to qualify for and articulate into a bachelor degree program of University of Phoenix. If Pioneer Pacific College's program qualifies, and is accepted by both Pioneer Pacific College and University of Phoenix, then the parties agree that the 2+2 agreement information can be attached hereto as an addendum to this Agreement without further action required and will be incorporated into this Agreement by this reference.

3. Services Provided to Pioneer Pacific College by University of Phoenix

- 3.1 The University of Phoenix shall publish a Course Transfer Guide (CTG) in PDF format and in CD format which will include course by course transfer categories for courses that are designated as fulfilling a general education category.
- 3.2 A student transferring from Pioneer Pacific College under the terms of this Agreement shall be governed by the graduation requirements set forth in the University of Phoenix catalog in effect at the time of the student's initial enrollment at the University of Phoenix; provided, however, that the student maintains continuous enrollment as defined in the catalog.
- 3.3 University of Phoenix shall provide a sample Program Transfer Guide (PTG) exemplifying how an associate's degree may transfer to a bachelor's degree offered at University of Phoenix. The transfer guide can be made available to students, faculty and advisors as Pioneer Pacific College deems fit. The University of Phoenix will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in University of Phoenix's sole discretion.
- 3.4 University of Phoenix will provide onsite and online enrollment representative services.

- 3.5 University of Phoenix will provide transfer support material to Pioneer Pacific College AT University of Phoenix's cost.
- 3.6 University of Phoenix will provide onsite training to advisors of Pioneer Pacific College regarding the use of the transfer literature.

4. Marketing/Advertising

- 4.1 Pioneer Pacific College will commit to provide an opportunity for University of Phoenix representatives to meet with Pioneer Pacific College students on an ongoing basis upon mutual agreement to be allowed to participate in informal meetings and College fairs.
- 4.2 Pioneer Pacific College will assist the University of Phoenix in the distribution of updated degree and transfer materials to alumni and current students.

5. Accreditation

- 5.1 Pioneer Pacific College represents and warrants that it is an associate degree granting Pioneer Pacific College currently accredited or in candidacy status by an approved regional or national accrediting body recognized by the U.S. Department of Education. Pioneer Pacific College agrees that it is Pioneer Pacific College's responsibility to notify the University of Phoenix immediately of any adverse changes in its accreditation status. University of Phoenix may terminate this agreement immediately if Pioneer Pacific College fails to notify University of Phoenix of a change in accreditation
- 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. Intellectual Property

- 6.1 Both parties agree that they shall not use the name, image or likeness of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval.
- 6.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party

shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement. Apollo Group, Inc. is the owner of both federal and common law trademarks and service marks (collectively, "Marks") of University of Phoenix which may not be used without the express written permission of Apollo Group, Inc. Guidelines for the proper use of trademarks, service marks and domain names can be located at www.apollogrp.edu/trademarks.

7. 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

8. Terms and Termination of Agreement

- 8.1 This Agreement shall be effective as of the date the agreement is fully executed by both party's below and shall remain in effect until terminated.
- 8.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.
- 8.3 In the event this Agreement is terminated, Pioneer Pacific College shall continue to allow Pioneer Pacific College's name and the Course Transfer Guide to be published by University of Phoenix for as long as the Course Transfer Guide is applicable to any current or future students' transfer of credit.

9. Notice

Each party providing notice pursuant to this Agreement shall give the notice to the person(s) listed below in writing and shall be delivered by personal delivery, Certified Mail (return receipt requested), nationally recognized overnight courier (with all fees prepaid), or facsimile.


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

(b) If to PIONEER PACIFIC COLLEGE
Pioneer Pacific College
Attn: Don Moutos
25701 SW Parkway Avenue
Wilsonville, OR 97070

10. Miscellaneous Provisions

- 10.1 This Agreement may be executed by facsimile. Said facsimile shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 10.2 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.
- 10.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 10.4 This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
- 10.5 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.
- 10.6 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.
- 10.7 This Agreement is for the benefit of University of Phoenix and Pioneer Pacific College only and not for the benefit of any third party.

UNIVERSITY OF PHOENIX, INC.




Dr. William Pepicello
President, University of Phoenix

11-16-09

Date

PIONEER PACIFIC COLLEGE



Don Moutos
President, Pioneer Pacific College

10/6/09

Date