

EDUCATIONAL AGREEMENT
BETWEEN
OTTAWA UNIVERSITY
AND
COCHISE COUNTY COMMUNITY COLLEGE DISTRICT

This agreement is entered into between Ottawa University, a Kansas not-for-profit higher education corporation, herein referred to as "Ottawa", and Cochise County Community College District, herein after referred to as "Cochise".

Whereas, Ottawa has over 150 years of commitment to delivering high quality, university-level educational programs through a variety of delivery systems, and Cochise has a reputation for distinction in providing academic programs designed to educate and train people in a variety of professions.

Whereas, Ottawa and Cochise agree that their mutual cooperation may be of benefit to both parties and their constituencies by increasing graduation rates at the associates and bachelors levels.

Therefore, Ottawa and Cochise desire to enter into a mutually beneficial agreement whereby the parties agree to abide by all the terms and conditions set forth in this agreement as follows:

1. Effective from the Ottawa term beginning August 22, 2016 Ottawa will offer a reduction in tuition to any Cochise associate degree graduate who transfers to complete a baccalaureate degree program at Ottawa University. The transfer advantage program will reduce the per credit hour tuition paid by the new student to an effective rate \$200 below the posted tuition rate for standard bachelor's programs online (i.e. 2016-17 online tuition is posted at \$495 per credit hour, so the transfer advantage tuition rate would be reduced to \$295 per credit hour). This reduction in tuition is limited to one baccalaureate degree per student, and to coursework which applies to the student's program of choice. Coursework may be completed online or on campus at Ottawa University's adult locations as course offerings are available. Students may begin in any Ottawa University term throughout the academic year, but must be continuously enrolled and complete a minimum of one-course (worth a minimum of 3 credits or more) per term to retain the reduced tuition rate. Should a student encounter a personal situation which requires the student to stop out for one (1) eight-week session, the student will be required to complete a "Stop-Out Waiver," which if approved, allows the student to retain the reduced tuition rate upon return to Ottawa in the subsequent term. Approval of waivers will not be unreasonably withheld as Ottawa desires to see

students succeed while maintaining the intent and integrity of the transfer advantage program.

2. As part of this agreement, Cochise agrees to assist in informing students of this transfer advantage benefit using existing channels and resources, as well as other communication mechanisms or resources upon which both parties mutually agree. Ottawa invites Cochise to participate in joint announcements of this agreement, and in lending the use of its name and logos for this purpose in promotional materials, mailing pieces, digital media, or other items by mutual agreement. It is understood that neither party may use the other's name or logos without written approval of the other party prior to use and distribution. Each party agrees to acknowledge and recognize the agreement on each institution's website and via other marketing and publicity methods. Cochise agrees to provide Ottawa, within 60 days of conferral decisions, with access to graduate directory contact information (including emails and phone numbers), in compliance with FERPA regulations, to enable Ottawa to contact potential program applicants.
3. Ottawa will award and transcribe college-level credit earned through the successful completion of any associate degree program awarded by Cochise. Varsity sports, developmental, remedial, and courses that are not applicable to Cochise degree will not transfer. Activity courses, such as skill building, physical, and musical activities, will be limited to four credits for each area. Coursework from other institutions accepted toward the Cochise associates degree will be evaluated and transcribed in compliance with Ottawa's transfer policy. Coursework from other institutions and credit for prior learning accepted toward the Cochise associates degree will not be automatically transferred into Ottawa University, but will be evaluated and transcribed in compliance with Ottawa's transfer policy and may result in a difference of credit than that granted by Cochise.
4. Ottawa will accept a maximum of 80 credits from Cochise toward the Bachelor of Arts or Bachelor of Science degree. Of the 124 semester hours of credit required for graduation, a minimum of 30 hours must be completed at or through Ottawa University, including a minimum of 12 hours of upper division coursework in the major. The student must also complete a total minimum of 44 hours of upper division coursework.
5. Adult and Online Studies: Ottawa's General Education requirements are organized into four areas called Breadth Areas; Art/Expression, Social/Civic Studies, Science/Description and Value/Meaning. Demonstration of competence in the Liberal Arts breadth areas includes completion of a minimum 6 semester hours of credit. A student earning an associate degree from Cochise will typically have fulfilled Ottawa's breadth area requirements as a result of completing Cochise general education requirements. Upon evaluation by the University Registrar, should breadth area courses be lacking, additional general education courses will be available through the student's regular course of study at Ottawa University. Ottawa recognizes that learning in these four areas may be achieved in a variety

of ways through different courses, and/or tests, depending on students' needs, interests, and educational accomplishments. Students must also successfully complete the LAS (Liberal Arts Studies) sequence of courses at Ottawa, consisting of a minimum of LAS 30012 Writing and Critical Thinking in the Liberal Arts and LAS 45012 Global Issues in the Liberal Arts, and UNV 11000 Seminar for Significance.

6. Only courses for which students have received a grade of "C" or better (2.0 on a 4.0 scale) can be transferred and applied toward degree requirements to satisfy major and breadth area requirements. Courses with a grade of "D" will be limited to application toward the required 124 credits needed for graduation following appropriate review by the University Registrar. Students must have a minimum cumulative grade point average of 2.00 to graduate from Ottawa.
7. Both of the parties are responsible respectively to maintain their offerings according to the academic standards which meet all the standards for accreditation by The Higher Learning Commission - Ottawa and Cochise.
8. Ottawa agrees that it will not disclose or authorize anyone outside of the University to disclose or use or make known for another's benefit any confidential information or data of Cochise and/or its students in any way acquired under this Agreement unless required by law or court order. This includes, but is not limited to, information pertaining to students covered by The Family Educational Rights and Privacy Act (FERPA). Ottawa shall promptly notify Cochise of all requests or demands for information related to Cochise students it receives in connection with any legal, governmental or other proceeding or investigation unless otherwise prohibited by law.
9. Notice: Any notices to be given to Ottawa and Cochise under the terms of this agreement shall be in writing and addressed as follows:

 If to Ottawa: CEO
 Ottawa University
 1001 South Cedar
 Ottawa, KS 66207

 If to COCHISE: VPI/Provost
 Cochise County Community College District
 4190 West Highway 80
 Douglas, AZ 85607
10. Ottawa and Cochise agree to negotiate in good faith any necessary amendments to this agreement. In the event a change to this agreement is needed to implement and operate this program successfully over time, or to add or delete program and/or Ottawa credit awards, a written amendment signed by an authorized


representative of both Ottawa and Cochise shall be required. Upon execution, such amendment shall be incorporated by addendum as part of this agreement.

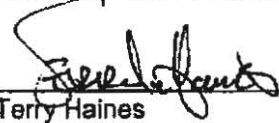
11. Either party may terminate this agreement within 120 days written notice. Either party may terminate this agreement for the material noncompliance of the other party by providing that other party 30 days written notice of termination. If the non-complying party fails to resolve it's noncompliance within the 30-day period, or makes no attempt to do so, the termination shall be effective immediately. Immediate termination is possible only by mutual consent. Such termination shall not affect students already accepted by Ottawa pursuant to this agreement.
12. To the extent permitted by law, each party shall hold the other party harmless for any actions or omissions on the part of its employees or agents. Both parties agree to use alternative dispute resolution procedures to the extent permitted by law.
13. Neither party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, age, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration and affirmative action. Both parties' services and facilities shall comply with all applicable laws, including the Americans with Disabilities Act and the Rehabilitation Act, relating to persons with disabilities.
14. This agreement shall be governed by the laws of the State of Arizona. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining provisions shall not be affected thereby.
15. The parties agree the rights and obligations of this agreement are not assignable absent the signed, written consent of the other party.
16. The parties to this agreement are independent contractors. No employment relationship between the parties is created through this agreement.
17. This agreement represents the entire agreement between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the parties and supersedes any prior oral or written understandings with respect to transfer agreements between the two parties.
18. Ottawa reserves the right to make changes of any nature to its degree programs and requirements for admission, including changes in the transferability of coursework credits.
19. Cochise reserves the right to make changes of any nature to its degree and certificate programs and requirements for admission.

This agreement between Ottawa and Cochise is herein signed by their duly designated officers; each legally qualified to commit the contracting entities to a binding contract.

In WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year indicated below:

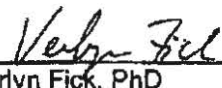
Ottawa University

By:  Date: 11-8-2016
J. Clark Ribordy
Executive Vice President and Chief Financial Officer

By:  Date: 10-20-16
Terry Haines
Vice President of Academic Affairs and University Provost

By:  Date: 10-17-16
Karen Adams
University Registrar

Cochise County Community College District

By:  Date: 10/12/16
Verlyn Fick, PhD
Vice President Instruction/Provost

