

TRANSFER ARTICULATION AGREEMENT
Between
PIMA COUNTY COMMUNITY COLLEGE DISTRICT
And
DENVER COLLEGE OF NURSING

This TRANSFER ARTICULATION AGREEMENT (“**Agreement**”) is entered into as of the date last signature below (the “**Effective Date**”), by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**PCC**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and Denver College of Nursing (“**DCN**”), a private, single-purpose institution with campuses in Denver, Colorado and Houston, Texas. This Agreement is made to support a smooth transition that minimizes loss of credit and duplication of coursework for students who begin their studies at the PCC and transfer to DCN to earn an associate or bachelor’s degree. DCN and PCC enter into this agreement as cooperating, equal partners who shall maintain the integrity of their separate programs.

RECITALS:

- A. PCC is a public community college offering various platforms of higher education, including traditional two-year associate degrees.
- B. DCN is a private institution of higher education offering various platforms of higher education, including four-year baccalaureate degrees.
- C. PCC and DCN desire to establish and maintain a working relationship in order that the students involved receive the opportunity and benefit of participating in the Program.
- D. PCC and DCN are mutually desirous of cooperating in the manner set forth in this Agreement and in the Addenda which are attached hereto and incorporated into this Agreement.
- E. Transferability of courses between PCC and DCN will enable students to better complete a Bachelor of Science in Nursing at DCN, and potentially degrees or certificates at Pima.

AGREEMENT:

NOW, THEREFORE, in consideration of mutual promises set forth herein, the parties agree as follows:

1. DEFINITIONS

“**The Program**” – Refers to the student transfer pipeline between PCC and DCN described herein.

2. ADMISSION TO THE PROGRAM

2.1 Admission

The students interested in admission to the program shall email pcc-dcn@pima.edu to connect with a program advisor for steps to complete the admission process and join the program.

Admission to the DCN undergraduate programs is ensured to students who meet the basic DCN admission criteria, and admissions space is available in the selected starting cohort at DCN.

2.2 Transfer of Credits

Courses, with a “C” (or equivalent) grade or higher, that transfer to DCN are listed in the attached Attachment A “Transfer Guide.”

This Transfer Guide will be updated annually after each Spring semester to reflect new and discontinued classes.

3. TERM; TERMINATION

3.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2028 (“**Term**”).

3.2 Termination. This Agreement may be terminated by either Party at the end of any academic semester, without cause, upon giving the other Party ninety (90) calendar days’ prior written notice. In the event a Party is in material breach of any of its obligations under this Agreement, the non-breaching Party shall notify the Party in breach and the Party in breach shall have thirty (30) calendar days to cure such breach (“**Cure Period**”). If the breach is capable of cure, and, if the Party in breach has not cured such breach within the Cure Period, then the non-breaching Party may terminate this Agreement upon giving the Party in breach a thirty (30) calendar day prior written notice of termination for cause. Notwithstanding the foregoing, in the event of termination, with or without cause, Students then enrolled in the Program shall be allowed to complete the then-current academic year, and the Parties shall use best efforts to work collaboratively and in good faith to minimize any inconvenience, expense, and academic risk of termination to the Students and ensure the Students can transition to another program, college or university. An academic year shall begin on July 1 and continue through June 30 of any calendar year within the Term.

4. EVALUATIONS; REVISIONS

4.1 Ongoing Evaluations. The parties shall conduct ongoing evaluation of the transfer arrangement under this Agreement and the progress made toward the parties’ goals set forth herein. Information obtained from the evaluations will be used to improve the student-transfer process.

4.2 Revisions. Either party may request review and changes to the curriculum covered by this Agreement at any time during the Term by written notice to the other party. Any changes resulting from such a review are subject to the conditions stated under Section 98.8 of this Agreement (“**Amendments**”).

5. SCHOLARSHIPS

- 5.1 DCN Scholarships.** PCC Students transferring to DCN shall be eligible to apply for all generally available scholarships and grants at DCN for which they qualify.

6. RESPONSIBILITIES OF PCC

PCC shall:

- 6.1** Plan and coordinate educational experience of Students regarding PCC courses and curriculum.
- 6.2** Maintain accreditation by the Higher Learning Commission (HLC).
- 6.3** Supervise and evaluate Students while Students enrolled at PCC and provide Student transcripts each semester.
- 6.4** Advise Students regarding PCC courses and associate degrees and how these may connect to transfer opportunities at DCN.
- 6.5** Provide Students, enrolled in any Pima courses, all services, rights and opportunities afforded to all students of PCC
- 6.6** Designate an individual who will be the point of contact for Students engaged in the Program as well as the primary point of communication with DCN.
- 6.7** Fulfill all additional obligations set forth in this Agreement as well as in the Addenda.
- 6.8** Include DCN's main college webpage link on the partnership page of PCC's website.
- 6.9** Provide DCN with aggregate information about PCC students coded for transfer to DNC regarding such students' admission, progress and degree completion in compliance with all federal, state, and local laws, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, upon DCN's request.

7. RESPONSIBILITIES OF DCN

DCN shall:

- 7.1** Advise PCC students intending to enter these DCN programs on the advantages of completion of courses degrees and certificates at PCC.
- 7.2** Provide PCC with aggregate information regarding PCC transfer-student admission, majors, and graduation data in compliance with all federal, state, and local laws upon PCC's request.
- 7.3** Plan and coordinate educational experience of Students regarding DCN courses and curriculum.
- 7.4** Recruit and admit prospective students for the Program.
- 7.5** Maintain accreditation by the HLC.
- 7.6** Advise Students regarding DCN courses and bachelor's degrees.
- 7.7** Designate an individual who will be the point of contact for Students as well as the primary point of communication with PCC.

8. MISCELLANEOUS PROVISIONS:

8.1 Scope of Relationship

- a. Designation of Representatives. Each Party shall designate an official representative

(“**Party Representative**”) to be its main point of contact regarding the Program and this Agreement. These initial Party Representatives shall be:

Denver College of Nursing:

Chad Muse
Campus President (Houston)
1155 Dairy Ashford Road, Suite 310
Houston, TX 77079
Ph: 346-396-6330
Chad.Muse@denvercollegeofnursing.edu

Pima County Community College District:

Linda Cordier
Director, Online Learning Partnerships & Operations
Pima Community College
4905 E. Broadway Blvd.
Tucson, AZ 85709-7070
Ph: (520) 206-2316
lcordier@pima.edu

- b. Performance of Services. The Party Representatives shall use best efforts to communicate on a regular basis regarding the Program. The Parties shall meet on a monthly basis to discuss Program performance and any additional items that need to be discussed. The Parties shall provide periodic written assessments regarding the fulfillment of their respective obligations and performance as well as the performance of the Program, as may be agreed by the Parties, and provided to the respective Party Representative. Each Party shall maintain compliance with any and all reporting standards set forth by its accrediting body, of which each Party Representative shall provide the other Party Representative notice.
- c. Communication. The Party Representative of each Party shall promptly notify each other in writing of any issue or potential issue regarding the Program or a Student enrolled in the Program.

- 8.2 **Student Records: FERPA** Both Parties are educational institutions. As such, each Party shall ensure that all officers, directors, employees, agents, subcontractors, independent contractors, and any other party it engages who could have access to any student educational records or information shall comply with all Family Educational Rights and Privacy Act (“**FERPA**”) rules and guidelines for any student educational information it may receive in the course of the Program described in this Agreement.
- 8.3 **Non-Exclusive** The Parties agree and recognize that this Agreement shall be non-exclusive and both Parties may engage in similar or same services with parties outside this Agreement.
- 8.4 **Contact Persons; Notices.** Any notice to be given under this Agreement must be in writing and sent to the intended party’s address indicated below:

To PCC:

Michael Amick
Chief Online Learning Officer
4905 E. Broadway Blvd.
Tucson, AZ 85709-7070
(520) 206-2309
mamick1@pima.edu

with copy to: Contract Services
4905 E. Broadway Blvd. Tucson, AZ. 85709
520-206-4712
Pcc-contracts@pima.edu

To DCN:

Chad Muse
Campus President (Houston)
1155 Dairy Ashford Road, Suite 310
Houston, TX 77079
Chad.Muse@denvercollegeofnursing.edu

- 8.5 Non-Discrimination.** Neither party shall discriminate against any person on any basis prohibited under applicable state or federal law.
- 8.6 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in Pima County, Arizona. This Agreement is subject to the provisions of the Arizona Revised Statutes (“ARS”), including but not limited to A.R.S. § 38-511.
- 8.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any other provisions of this Agreement invalid or unenforceable.
- 8.8 Amendments.** This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties. Any such amendment shall be executed prior to the Term expiration.
- 8.9 Compliance with All Laws.** The Parties shall comply with the requirements of all state and federal rules and regulations, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-

4401.

8.10 Assignment. A Party may not assign or transfer this Agreement or any of the other rights or obligations under this Agreement, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the parties duly authorized to execute this Agreement on behalf of PCC and CUA have executed this Agreement as of the last date indicated below.

PIM *Dolores Duran-Cerda*

E DISTRICT

Signed: 1/21/2025

By: _____

Name: Dolores Duran-Cerda

Title: Provost and Executive Vice Chancellor

Date: _____

DE: *Mikal Powers*

Signed: 1/6/2025

By: _____

Name: Mikal Powers

Title: President, Denver College of Nursing

Date: _____

**ATTACHMENT A
TO TRANSFER ARTICULATION AGREEMENT**

PCC and DCN Equivalent Courses

Pima Community College			Denver College of Nursing	
Course	Course Title	PCC SCH	Prerequisite Requirement	DCN QCH
BIO 205IN	Microbiology	4	Microbiology with Lab	6
BIO 201IN	Human Anatomy and Physiology I OR	4	Anatomy & Physiology I with Lab	6
BIO 201IH	Human Anatomy, Physiology and Histology	4		
BIO 202IN	Human Anatomy and Physiology II	4	Anatomy & Physiology II with Lab	6
BIO 156IN	Intro Biology Allied Health	4	Science with a Lab	6
BIO 250	Biomedical Ethics	3	Science	4
MAT 142	Topics in College Mathematics OR	3	Introduction to Algebra (or higher math)	4
MAT 142RQ	Topics in College Mathematics OR	3		
MAT 151	College Algebra OR	4		
MAT 151RQ	College Algebra OR	4		
MAT 187	Precalculus	5		
MAT 167	Introductory Statistics OR	3	Statistics	4
BUS 205	Statistical Methods in Economics and Business OR	3		
PSY 230	Psychological Measurements and Statistics	3		
PSY 101	Introduction to Psychology OR	3	Psychology	4
PSY 101HC	Introduction to Psychology: Honors	3		
PSY 240	Developmental Psychology	3	Human Growth & Development	4
FSN 154	Nutrition OR	3	Nutrition	4
FSN 127IN	Human Nutrition and Biology OR	4		
BIO 127IN	Human Nutrition and Biology	4		

WRT 101	English Composition I OR	3	English Composition	4
WRT 101HC	English Composition I: Honors OR	3		
WRT 101S	English Composition I / Integrated Studio OR	4		
WRT 101SE	WRT 101SE - English Composition I with Second Language Support / Studio	4		
WRT 102	English Composition II	3	English	4
CMN 102, 110, 120, 130, 140, 200, ARB 101, 102, ASL 101, 102, 201, 202, CHI 101, 102, FRE 101, 102, 201, 202, GER 101, 102, 201, 202, JPN 101, 102, 201, 202, KOR 101, 102, SPA 101, 101HN, 102, 102HN, 103, 201, 201HN, 202, 202HN, 203, 253	General Education Communication Courses	3-4	General Education Core	4
ART 100, 105, 106, 110, 115, 120, DAR 250, 251, 252, FDC 132, 141, MUS 102, 111, 125, 151, 160, THE 105, or three credits from MUS 108, 109, 116, 117, 120, 121, 130, 131	General Education Fine Arts Course	3	General Education Core	4

AFA 120, AIS 101, 122, 124, 148, 205, 206, AIS 225, ANT 101, 102, 110, 112, 130, 148, 202, 205, 206, 210, ARC 101, 110, 205, CAS 101IN, 110, 111, 120, ECE 107, 117, ECN 150, 150HC, 201, 201HC, 202, 202HC, GEO 103, 104, 105, GLS 110, GWS 100, 201, 202, HIS 101, 101HC, 102, 102HC, 103, 104, 113, 114, 122, 124, 130, 141, 141HC, 142, 147, 148, 160, 161, 254, 274, HUM 260, JRN 102, LIS 150, MAS 165, 201, 219, PHI 101, 130, 140, 151, 246, POS 100, 201, 202, 203, 204, 210, 240, REL 140, 200, 220, 221, SOC 101, 110, 120, 127, 201, 204, 215, SSE 110, 182, or 205	General Education Social & Behavioral Science Courses	3	General Education Core	4
Any PCC Courses which	General Education Option Courses (Multiple Courses Required)	8 - 9	General Education Core	12

apply toward a AA General Education Area				
STU 100, 107, or HRP 100	PCC Student Success Courses	1	Initial No Cost Pima Course - Non-Transfer	-
STU 210UT	University Transition	2	Transfer Preparation and PCC Degree Capstone	-
Courses not applying above	Other Courses	-	Non-Transfer	-

Record of Signing

For
Name
Title

Dolores Duran-Cerda

Signed on 2025-01-21 23:26:48 GMT

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DocumentID: 02yjfjeSQNNWnRTeKmKpfY
SigningID: 02ysN9tyDFuZfrQ8JiO1Jc
Signing date: 1/21/2025
IP Address: 144.90.251.128
Email: dcerda@pima.edu

For
Name
Title

Mikal Powers

Signed on 2025-01-06 17:06:18 GMT

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DocumentID: 02yjfjeSQNNWnRTeKmKpfY
SigningID: 02yjfjeSEHx3UwSWehLhL6
Signing date: 1/6/2025
IP Address: 50.237.88.252
Email: chad.muse@denvercollegeofnursing.edu