

STATE BOARD OF REGENTS MEETING  
VIA CONFERENCE CALL  
FEBRUARY 4, 2011  
1:00 P.M.

Toll-free Dial-in Number: 1-866-606-4704  
Access Code: 2270877

Agenda

Proposed Revisions to Regents' Policy R473, *Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats*

February 4, 2011

MEMORANDUM

TO: State Board of Regents  
FROM: William A. Sederburg  
SUBJECT: Action Item - Proposed Revision to Regents' Policy R473.

Issue

The Regents have had a long-standing policy governing the awarding of credit to students who complete course work in a non-credit format. Historically, the policy was specifically to define how higher education credit could be awarded to students who completed course work at what was previously called an "Applied Technology Center." With the further development of the Utah College of Applied Technology (UCAT), there is now a need to revise and expand this policy. The purpose of the proposed policy is to assure the integrity and consistency of the process of awarding credit for instruction received in formal instructional settings where academic credit is not awarded but measured by non-credit units (clock hours, continuing education units, competency assessments).

Background

The process for awarding credit by an institution within the Utah System of Higher Education (USHE) is guided by individual institutional policy and accreditation. The evaluation of student learning or achievement and the awarding of credit must be based upon clearly stated and distinguishable criteria. When an institution receives transfer credit from other institutions, procedures are required that provide adequate safeguards to ensure the work for which credit is awarded is of high academic quality and relevant to the students' programs.

In an effort to provide a procedure for appropriately assigning credit for learning in institutions where credit is not awarded, Policy R473 has been re-written. This policy specifically addresses how membership hours received at the Utah College of Applied Technology (UCAT) can be transferred to a USHE institution. The proposed policy has been reviewed by USHE institutions and UCAT and the policy is viewed as a positive step for acknowledging the learning that occurs for students enrolled in UCAT institutions.

Recommendation

The Commissioner recommends approval of the amended Regents' Policy R473 (Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats).

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William A. Sederburg  
Commissioner of Higher Education

WAS/GSW

Attachment



## R473, Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats

**R473-1. Purpose:** To assure the integrity and consistency of the process of awarding credit for instruction received in formal instructional settings where academic credit is not awarded but measured by a non-credit unit (clock hours, continuing education units, competency assessments).

### R473-2. References

- 2.1. Utah Code §53B-2A (Utah College of Applied Technology)
- 2.2. Utah Code §53B-2-106(2)(c) (Examination, Admission, and Classification of Students)
- 2.3. Utah Code §53B-16-102 (Changes in Curriculum)
- 2.4. Policy and Procedures R401, Program Approval
- 2.5. Policy and Procedures R411, Review of Existing Programs
- 2.6. Policy and Procedures R470, General Education, Course Numbering, Lower-Division Pre-Major Requirements, Transfer of Credits, and Credit by Examination.

### R473-3. Definitions

- 3.1. "USHE": Utah System of Higher Education
- 3.2. "UCAT": Utah College of Applied Technology.
- 3.3. "Non-credit Course": instruction delivered in a class in a non-credit format where the instructional competencies are defined, course work completed and assessed, and the instructional unit of measure is generally clock hours, continuing education units (CEUs), or competency assessments.
- 3.4. "Written Credit Articulation Agreement": an agreement that specifies the terms and conditions for articulating instructional competencies between non-credit courses and credit courses. This formal agreement is approved by the receiving institution and aligns course work between originating and receiving institutions.

### R473-4. Converting Non-credit Instruction to Credit.

- 4.1. **Awarding of Credit Based on Comparability of Course Work:** USHE credit-granting institutions award credit for non-credit courses according to individual institution policy and with the execution of a Written Credit Articulation Agreement. Higher education credit awarded to students completing non-credit courses is based upon comparability between the non-credit course and an existing credit course offered by a USHE institution. Non-credit course competencies that are congruent with existing credit course competencies at community colleges or universities may be awarded college credit. Approval for a "Written Credit Articulation Agreement" must be requested by the non-credit administrator and approved in writing by the GAO Chief Academic Officer of the higher education institution before credit is awarded.

**4.2. Evaluation by Receiving Institution:** After a formal request is received, receiving USHE institutions will evaluate non-credit courses for approval of awarding credit. Review of course content, objectives and outcomes, procedures, examinations, and teaching materials, for determining equivalency, is the responsibility of the receiving higher education program or department. Course competencies must be equivalent, and instruction must be delivered by an appropriately credentialed instructor. Students awarded higher education credit for non-credit courses shall not be required to re-demonstrate competencies achieved in those courses if the instruction has taken place in the prior 12 months. Institutional policy may allow for additional time beyond the 12 months.

**4.3. Student Application for Higher Education Credit:** The award of credit for non-credit courses is predicated on formal admission by the student to the credit-granting institution. For non-credit courses included in fully executed Written Credit Articulation Agreements, students are required to apply for higher education credit within 12 months after completion of the non-credit course(s). Institutional policy may allow for additional time beyond the 12 months.

**4.6. Transferability of Awarded Credit:** Credit approved by one USHE credit-granting institution for a non-credit course or courses shall ensure acceptance of the credit as transfer credit at any other USHE credit-granting institution, as per R 470. Courses transferred to another a USHE credit-granting institution will be subject to the receiving institution's normal transfer credit policies per Regents' Policy R470.

**4.7. Tuition and/or Fees Charged by USHE Institution:** The receiving USHE institution may assess a one-time application/admission fee, at its current admission fee rate, at the time of the initial request for credit. A normal recording fee may be charged for recording credit for non-credit instruction according to the terms of the Written Credit Articulation Agreement. In harmony with Policy A-6 of the Northwest Commission on Colleges and Universities Accrediting Guidelines, regular tuition and fees will be charged when a Dual Enrollment Model is used and the USHE credit-granting institution contracts with a third party for instruction. The total tuition for any specific given course should be the same for all persons at any given time. Tuition charges in courses should be bona fide, effective on specific dates, and applicable to all who enroll thereafter or are presently in school, provided the enrollment agreement so stipulates. All extra charges and costs incidental to training should be disclosed to prospective students before they are enrolled.

#### **R473-5. USHE Class Credit**

**5.1. Full Credit for USHE Classes:** Students applying for credit for a non-credit course shall receive full credit at the receiving USHE institution for the course, if articulated. There is no provision for awarding partial course credit. Credit will be awarded after meeting the campus requirements for the specific certificate or degree in which the student has been enrolled.

**5.2. Audit Credit not Applicable.** USHE credit-bearing classes completed on an audit basis may not, at a later date, be transferred for credit.

#### **R473-6. Written Credit Articulation Agreements**

**6.1. Agreements in Written Form; Distribution:** Articulation agreements between non-credit programs and USHE credit-granting institutions will be in written form. Copies of these agreements will be provided to the Office of the Commissioner of Higher Education solely to enhance coordination of related activities within the state. Agreements will be updated annually by the participating institutions.

## **R473-7. Non-credit to credit options**

**7.1. Dual Enrollment Model:** Students enroll in a non-credit course or courses where the USHE credit-granting institution has contracted with a third party to provide the instruction; the third party provider may generally offer non-credit courses. The educational experience is offered under the direction of the higher education institution. The selection process for course materials and faculty is the same as occurs on campus or at other off-campus sites, in compliance with the Northwest Commission on Colleges and Universities' Operational Accreditation Policy A-6.

**7.2 Credit Awarded through Established Articulation Agreement:** Students enroll in a non-credit course or courses through a third party. The USHE credit-granting institution has not contracted with a third party to provide the instruction, but has evaluated the non-credit course competencies and has executed a Written Credit Articulation Agreement with the non-credit provider to award credit for successful completion.

### **7.2.1 Credit Awarded for Instructional Programs Completed at a campus of the Utah College of Applied Technology:**

Technical programs at campuses of the Utah College of Applied Technology may be considered for articulation with USHE institutions under the following conditions.

#### **7.2.1.1 Articulation to an existing A.A.S. Degree in General Technology:**

1. ~~Students~~ For students who have completed a technical program at a campus of the Utah College of Applied Technology, consisting of at least 900 membership hours, and where there is a written credit articulation agreement in place with a USHE institution, ~~the~~ the 900 (plus)-membership hour program will fulfill the 30-credit-hour requirement of technical specialty within the A.A.S. in General Technology.
2. Students must meet the regular admission requirements for the receiving USHE institution as published in the institutional catalog.
3. The student must provide an official transcript from the Utah College of Applied Technology.
4. The student who is admitted to degree admission status must meet all applicable ~~pre requirements~~ pre-requisites as indicated by the appropriate placement instrument.
5. The student is required to complete the specified general education component at the community college or university.
6. Upon fulfillment of the requirements stated above, the student will receive thirty (30) semester hours of credit toward an existing A.A.S. degree with a compatible technical requirement or the A.A.S. degree in General Technology for the approved work completed at a UCAT campus. Credit for work completed at a UCAT campus will be posted at the USHE institution following completion of the USHE institution's program requirements. The credit posted on the transcript will not count in the calculation of the student's grade point average. Upon successful completion of all program requirements, the student will be awarded the Associate of Applied Science Degree.

#### **7.2.1.2 Articulation to Specific Majors A.A.S. Degrees in Community Colleges**

**Community colleges and technology centers may enter into agreements for the articulation of specific programs that lead to the award of the A.A.S. degree in particular majors.**

1. The institutions involved must agree that the learning outcomes specified in courses and/or programs offered by the UCAT campus satisfy learning outcomes in similar courses offered by the community college. ~~Syllabi, including assessment measures for course competencies, of the~~

courses from the institutions involved, including assessment measures for course competencies, must be maintained and documented.

2. Semester hour credit awarded by the USHE institution in specific articulated programs will be proportionate to the equivalence of credits attained in the technical or career program offered by the UCAT campus. The number of semester hours awarded in specific articulated programs may be up to thirty (30) semester hours and must fit within the requirements of the specified certificate or degree.

**7.3 Credit Awarded for Non-Credit Courses Completed Without a Written Credit Articulation Agreement:**

If a student enrolls in a non-credit course or courses through a third party and the USHE credit-granting institution has not contracted with the third party, the USHE credit-granting institution may award credit, given it can determine the experience is comparable to specific credit course work, following individual institutional policy.

**7.4. Credit Awarded for Competency Testing:** USHE institutions currently award credit to admitted students who wish to challenge a particular course. By satisfactorily demonstrating achievement or competency through ~~sitting for a~~ comprehensive final examination or some other competency examination, students may be awarded credit for the course. It is not presumed that colleges or universities would be required to develop competency examinations in subject areas where the institution does not have equivalent course work. (See Policy and Procedures R470.)

DRAFT

## Appendix

### Articulation of Courses Between Credit-Granting USHE Institutions and UCAT Campuses

The following process will guide USHE institutions in articulating with the Utah College of Applied Technology.

House Bill 15 specifies that the Utah System of Higher Education (USHE) will articulate courses with the Utah College of Applied Technology (UCAT) providing students with an educational pathway for selected courses.

*(c) The board shall coordinate and support articulation agreements between the Utah College of Applied Technology and other institutions of higher education.*

Working within Regents' Policy (R473), and in harmony with the standards of the Northwest Commission on Colleges and Universities, articulation agreements may be formed between a credit-granting USHE institution and a UCAT Campus under one of four conditions (see below).

The UCAT campus wishing to form an articulation agreement with a credit-granting USHE institution should first approach the USHE institution within the local service delivery area.

1. If the credit-granting institution has approved course(s), and desires to complete an articulation agreement, the articulation agreement may be completed through normal institutional processes.
2. If the credit-granting institution does not wish to complete an articulation agreement, they may decline to participate and the UCAT campus may contact other USHE institutions who may be interested.
3. If the local credit-granting USHE institution does not have the approved course(s), and wishes to complete an articulation agreement, the USHE institution has the option to seek approval for the course(s) through the normal institutional and Regent process.
4. If the local USHE institution does not have the approved course(s) and does not have a desire to establish the course(s), the UCAT campus may approach another credit-granting USHE institution that has the approved course(s) and desires to enter into an articulation agreement.

The Office of the Commissioner shall maintain a list of course articulations between UCAT campuses and credit-granting USHE institutions. Institutions are required to submit an updated list of formal articulation agreements by June 30 ~~or~~ of each academic year.



**S A M P L E**  
**Utah System of Higher Education**  
**Credit Articulation Agreement for Non-Credit Learning Experiences Courses**  
**FY2010-11**

This Agreement, between (USHE Institution), a USHE credit-granting institution, and (Third Party Non-Credit Learning Provider) specifies the terms and conditions for the granting of (USHE Institution) credit for non-credit course work successfully completed with an external education or training provider. The parties enter into this Agreement on the \_\_\_ day of \_\_\_, 20\_\_.

**I. CREDIT ARTICULATION CONSIDERATIONS**

This Agreement covers (list non-credit course or courses). The administrative model may be considered dual enrollment or credit awarded through an established articulation agreement as defined in R473.

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A. Description. (Describe the non-credit course(s) learning objectives or competencies, assessments, and learning outcomes. Attach a list of the courses covered by this agreement for which credit is sought. Attach a copy of all non-credit curriculum.)

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B. Special Provisions. (Detail financial arrangements, special provisions and conditions for completion of non-credit course(s) that will lead to the award of credit.)

**II. EVALUATION & AMENDMENT**

This agreement is in effect for instruction completed during the FY2010-11 academic year. Both parties must communicate changes in curriculum and/or in credit articulation in a timely manner. The Agreement may be terminated at the end of the academic year by either party. The decision to renew or terminate the credit articulation agreement should be made within 30 days of the beginning of the next academic year.

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**III. EXECUTION**

The parties hereby execute this Credit Articulation Agreement as of the day and year first written above.

for (USHE institution)

\_\_\_\_\_  
by \_\_\_\_\_ date  
(Title)

for (Third Party Non-Credit Learning Provider)

\_\_\_\_\_  
by \_\_\_\_\_ date  
(Title)

**Utah System of Higher Education  
Credit Articulation Agreement for  
Non-Credit Learning Experiences Courses  
FY2010-11**

**Course List**

USHE Institution:  
Contact Name:  
Contact Phone:  
Contact Email:

Non-Credit Learning Provider:  
Contact Name:  
Contact Phone:  
Contact Email:

| Non-Credit Courses |               |              |                              | USHE Credit to be Granted |               |              |                 |                            |
|--------------------|---------------|--------------|------------------------------|---------------------------|---------------|--------------|-----------------|----------------------------|
| Course Prefix      | Course Number | Course Title | Participation (M. Hrs, CEUs) | Course Prefix             | Course Number | Course Title | Credits Awarded | Conditions of Articulation |
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# R473, Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats

**R473-1. Purpose:** To assure the integrity and consistency of the process of awarding credit for instruction received in formal instructional settings where academic credit is not awarded but measured by a non-credit unit (clock hours, continuing education units, competency assessments).

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- 2.1. Utah Code §53B-2A (Utah College of Applied Technology)
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- 3.1. “USHE”: Utah System of Higher Education
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**4.6. Transferability of Awarded Credit:** Courses transferred to a USHE credit-granting institution will be subject to the receiving institution's normal transfer credit policies per Regents' Policy R470.

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**7.1. Dual Enrollment Model:** Students enroll in a non-credit course or courses where the USHE credit-granting institution has contracted with a third party to provide the instruction; the third party provider may generally offer non-credit courses. The educational experience is offered under the direction of the higher education institution. The selection process for course materials and faculty is the same as occurs on campus or at other off-campus sites, in compliance with the Northwest Commission on Colleges and Universities' Operational Policy A-6.

**7.2 Credit Awarded through Established Articulation Agreement:** Students enroll in a non-credit course or courses through a third party. The USHE credit-granting institution has not contracted with a third party to provide the instruction, but has evaluated the non-credit course competencies and has executed a Written Credit Articulation Agreement with the non-credit provider to award credit for successful completion.

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1. For students who have completed a technical program at a campus of the Utah College of Applied Technology consisting of at least 900 membership hours, and where there is a written credit articulation agreement in place with a USHE institution, the 900 (plus)-membership hour program will fulfill the 30-credit-hour requirement of technical specialty within the A.A.S. in General Technology.
2. Students must meet the regular admission requirements for the receiving USHE institution as published in the institutional catalog.
3. The student must provide an official transcript from the Utah College of Applied Technology.
4. The student who is admitted to degree admission status must meet all applicable pre-requisites as indicated by the appropriate placement instrument.
5. The student is required to complete the specified general education component at the community college or university.
6. Upon fulfillment of the requirements stated above, the student will receive thirty (30) semester hours of credit toward an existing A.A.S. degree with a compatible technical requirement or the A.A.S. degree in General Technology for the approved work completed at a UCAT campus. Credit for work completed at a UCAT campus will be posted at the USHE institution following completion of the USHE institution's program requirements. The credit posted on the transcript will not count in the calculation of the student's grade point average. Upon successful completion of all program requirements, the student will be awarded the Associate of Applied Science Degree.

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1. The institutions involved must agree that the learning outcomes specified in courses and/or programs offered by the UCAT campus satisfy learning outcomes in similar courses offered by the community college. Syllabi of the courses from the institutions involved, including assessment measures for course competencies, must be maintained and documented.

2. Semester hour credit awarded by the USHE institution in specific articulated programs will be proportionate to the equivalence of credits attained in the technical or career program offered by the UCAT campus. The number of semester hours awarded in specific articulated programs may be up to thirty (30) semester hours and must fit within the requirements of the specified certificate or degree.

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## Appendix

### Articulation of Courses Between Credit-Granting USHE Institutions and UCAT Campuses

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2. If the credit-granting institution does not wish to complete an articulation agreement, they may decline to participate and the UCAT campus may contact other USHE institutions who may be interested.
3. If the local credit-granting USHE institution does not have the approved course(s), and wishes to complete an articulation agreement, the USHE institution has the option to seek approval for the course(s) through the normal institutional and Regent process.
4. If the local USHE institution does not have the approved course(s) and does not have a desire to establish the course(s), the UCAT campus may approach another credit-granting USHE institution that has the approved course(s) and desires to enter into an articulation agreement.

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**S A M P L E**  
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**Credit Articulation Agreement for Non-Credit Courses**  
**FY2010-11**

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**I. CREDIT ARTICULATION CONSIDERATIONS**

This Agreement covers (list non-credit course or courses). The administrative model may be considered dual enrollment or credit awarded through an established articulation agreement as defined in R473.

- A. Description. *(Describe the non-credit course(s) learning objectives or competencies, assessments, and learning outcomes. Attach a list of the courses covered by this agreement for which credit is sought. Attach a copy of all non-credit curriculum.)*
- B. Special Provisions. *(Detail financial arrangements, special provisions and conditions for completion of non-credit course(s) that will lead to the award of credit.)*

**II. EVALUATION & AMENDMENT**

This agreement is in effect for instruction completed during the FY2010-11 academic year. Both parties must communicate changes in curriculum and/or in credit articulation in a timely manner. The Agreement may be terminated at the end of the academic year by either party. The decision to renew or terminate the credit articulation agreement should be made within 30 days of the beginning of the next academic year.

**III. EXECUTION**

The parties hereby execute this Credit Articulation Agreement as of the day and year first written above.

*for (USHE institution)*

\_\_\_\_\_ date  
by \_\_\_\_\_  
(Title)

*for (Third Party Non-Credit Learning Provider)*

\_\_\_\_\_ date  
by \_\_\_\_\_  
(Title)



Utah System of Higher Education  
Credit Articulation Agreement for  
Non-Credit Courses  
FY2010-11

**Course List**

USHE Institution:

Contact Name:

Contact Phone:

Contact Email:

Non-Credit Learning Provider:

Contact Name:

Contact Phone:

Contact Email:

| Non-Credit Courses |               |              |                             | USHE Credit to be Granted |               |              |                 |                            |
|--------------------|---------------|--------------|-----------------------------|---------------------------|---------------|--------------|-----------------|----------------------------|
| Course Prefix      | Course Number | Course Title | Participation (M_Hrs, CEUs) | Course Prefix             | Course Number | Course Title | Credits Awarded | Conditions of Articulation |
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## Operational Policy A-6

### ***Contractual Relationships with Organizations Not Regionally Accredited***

No higher education institution accredited by a regional institutional accrediting commission can lend the prestige or authority of its accreditation to authenticate courses or programs offered under contract with organizations not so accredited unless it demonstrates adherence to the following principles:

- a. The primary purpose of offering such a course or program is educational. (Although the primary purpose of the offering must be educational, what ancillary purposes also provide the foundation for the program or course, such as auxiliary services, anticipated income, and public relations?)
- b. Any course offered must be consistent with the institution's educational mission and goals as they were at the time of the last evaluation. If the institution alters its mission and goals, the regional commission must be notified and the policy on substantive change applied. (How does the institution define the specific relationship between the primary and ancillary purposes and the contracted service, and how does it demonstrate its capability to attain these objectives?)
- c. Courses to be offered and the value and level of their credit must be determined in accordance with established institutional procedures and under the usual mechanisms of review. (What evidence exists that established institutional procedures have been followed?)
- d. Courses offered for credit must remain under the sole and direct control of the sponsoring accredited institution which exercises ultimate and continuing responsibility for the performance of these functions as reflected in the contract, with provisions to ensure that conduct of the courses meets the standards of its regular programs as disclosed fully in the institution's publications, especially as these pertain to:
  - 1) recruitment and counseling of students;
  - 2) admission of students to courses and/or to the sponsoring institution where credit programs are pursued;
  - 3) instruction in the courses;
  - 4) evaluation of student progress;
  - 5) record keeping;
  - 6) tuition and/or fees charged, receipt and disbursement of funds, and refund policy;
  - 7) appointment and validation of credentials of faculty teaching the course;
  - 8) nature and location of courses; and
  - 9) library and information resources.

Additional data needed would include course outlines, syllabi, copies of exams, records of students, and evidence of equivalencies with established programs.

#### Requirements for Contractual Arrangements

In establishing contractual arrangements with organizations not regionally accredited, institutions are expected to demonstrate that the following requirements have been met. The not-for-profit institutions should establish that their tax exempt status, as governed by state or federal regulations, will not be affected by such contractual arrangements with a for-profit organization.

- a. The Contract:
  - 1) should be executed only by duly designated officers of the institutions and their counterparts in the contracting organization. While other faculty and administrative representatives will undoubtedly be involved in the contract negotiations, care should be taken to avoid implied or apparent power to execute the contract by unauthorized personnel.

- 2) should establish a definite understanding between the institution and contractor regarding the work to be performed, the period of the agreement, and the conditions under which any possible renewal or renegotiation of the contract would take place;
- 3) should clearly vest the ultimate responsibility for the performance of the necessary control functions for the educational offering with the accredited institution granting credit for the offering. Such performance responsibility by the credit-granting institution would minimally consist of adequate provisions for review and approval of work performed by the contractor in each functional area.
- 4) should clearly establish the responsibilities of the institution and contractor regarding:
  - a) indirect costs
  - b) approval of salaries
  - c) equipment
  - d) subcontracts and travel
  - e) property ownership and accountability
  - f) inventions and patents
  - g) publications and copyrights
  - h) accounting records and audits
  - i) security
  - j) termination costs
  - k) tuition refund
  - l) student records
  - m) faculty facilities
  - n) safety regulations
  - o) insurance coverage

b. Enrollment Agreement

- 1) The enrollment agreement should clearly outline the obligations of both the institution and the student, and a copy of the enrollment agreement should be furnished to the student before any payment is made.
- 2) The institution should determine that applicants are fully informed about the nature of the obligation they are entering into, and their responsibilities and rights under the enrollment agreement before they sign it.
- 3) No enrollment agreement should be binding until it has been accepted by the authorities of the institution vested with this responsibility.

c. Tuition Policies

1) Rates

- a) The total tuition for any specific given course should be the same for all persons at any given time. Group training contracts showing lower individual rates may be negotiated with business, industrial, or governmental agencies.
- b) Tuition charges in courses should be bona fide, effective on specific dates, and applicable to all who enroll thereafter or are presently in school, provided the enrollment agreement so stipulates.
- c) All extra charges and costs incidental to training should be disclosed to prospective student before they are enrolled.
- d) The institution should show that the total tuition charges for each of its courses are reasonable in the light of the service to be rendered, the equipment to be furnished, and its operating costs.

2) Refunds and Cancellations

- a) The institution should have a fair and equitable tuition refund and cancellation policy.

- b) The institution should publish its tuition refund and cancellation policy in its catalog or other appropriate literature.
- 3) Collection Practices
- a) Methods used by an institution in requesting or demanding payment should follow sound and ethical business practices.
  - b) If promissory notes or contracts for tuition are sold or discounted to third parties by the institution, enrollees or their financial sponsors should be aware of this action.
- d. Student Recruitment
- 1) Advertising and Promotional Literature
- a) All advertisements and promotional literature used should be truthful and avoid leaving any false, misleading, or exaggerated impressions with respect to the school, its personnel, its courses and services, or the occupational opportunities for its graduates.
  - b) All advertising and promotional literature should clearly indicate that education, not employment, is being offered.
  - c) All advertising and promotional literature should include the correct name of the school. So-called "blind" advertisements are considered misleading and unethical.
- 2) Field Agents
- a) An institution is responsible to its current and prospective students for the representations made by its field representatives (including agencies and other authorized persons and firms soliciting students), and therefore should select each of them with the utmost care, provide them with adequate training, and arrange for proper supervision of their work.
  - b) It is the responsibility of an institution to conform to the laws and regulations of each of the states in which it operates or solicits students and in particular to see that each of its field representatives working in any such state is properly licensed or registered as required by the laws of the state.
  - c) If field representatives are authorized to prepare and/or run advertising or to use promotional materials, the institution should accept full responsibility for the materials used and should approve any such promotional materials in advance of their use.
  - d) When field representatives are authorized to collect money from an applicant for enrollment, they should leave with the applicant a receipt for the money collected and a copy of the enrollment agreement.
  - e) No field representative should use any title, such as "counselor", "advisor", or "registrar" which may indicate that duties and responsibilities are other than they actually are.
  - f) No field representative should violate, orally or otherwise, any of the standards applicable to advertising and promotional materials.

Adopted 1973



**Utah College of  
Applied Technology**

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**Office of the President**

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Fax • 801.955.2184  
www.ucat.edu

January 18, 2011

William A. Sederburg, Commissioner  
Utah System of Higher Education  
Board of Regents Building, The Gateway  
60 South 400 West  
Salt Lake City, UT 84101-1284

Dear Bill:

On behalf of the Utah College of Applied Technology (UCAT) Board of Trustees, I am pleased to respond to the information provided by your office regarding proposed changes to Regents Policy R473, Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats.

As you know, this has been a topic of mutual interest between our two systems over several years and specific direction has been provided in Utah Code directing our two governing boards to promote articulation between UCAT campuses and Utah System of Higher Education (USHE) institutions:

53B-1-103 (2) (c) directs the Board of Regents to coordinate and support articulation agreements between the Utah College of Applied Technology and other institutions of higher education,

53B-2a-102 (2) (f) (ii) (F) directs the UCAT president, in conjunction with the UCAT Board of Trustees to coordinate, prioritize, support and report college functions dealing with articulation with institutions of higher education, and,

53B-2a-104 (2) (f) directs the UCAT Board of Trustees to advise the president of the Utah College of Applied Technology and the State Board of Regents on issues related to career and technical education, including articulation with institutions of higher education.

With these mandates to support articulation between non-credit/certificate programs accomplished at UCAT campuses and credit/degree programs at USHE institutions, I applaud the work that has been accomplished by your office, and the others within your system, to develop the proposed modifications within R473.

Commissioner William A. Sederburg

January 18, 2011

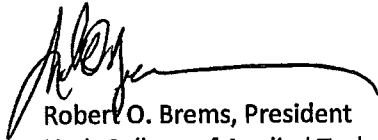
Page Two

While not an action item in our recent UCAT Board of Trustees meeting, it was significantly discussed this week as the Trustees met with Lt. Governor Bell and Education Director Kearl. I am happy to report that the concept of utilizing UCAT 900 (plus)-membership hour programs to fulfill the 30 credit hour requirement of technical specialty within the AAS degree in General Technology at USHE institutions was welcomed as a significant step in partnering with the Regents, USHE and USHE institutions. The Trustees viewed this as a significant breakthrough to streamline the educational process for thousands of individuals each year who wish to continue their UCAT education to an associate degree level. Discussion also occurred that supported the resultant elimination of unnecessary duplication between our two systems and saving precious state resources at a critical economic time.

My personal thanks to you for the kind invitation to join you and your staff, along with Senator Stephenson and Director Kearl, in the recent Complete College America conference in Denver. That activity provided a long-sought opportunity for us to discuss this concept and to consult with our Tennessee colleagues who operate a similar and very successful articulation model.

We look forward to receiving the good news of Regent approval of the R473 revisions and beginning the articulation processes that will benefit so many deserving Utah citizens.

Sincerely,



Robert O. Brems, President  
Utah College of Applied Technology

c: Utah College of Applied Technology Board of Trustees  
Campus Board of Directors  
Campus Presidents

February 4, 2011

MEMORANDUM

TO: State Board of Regents  
FROM: William A. Sederburg  
SUBJECT: Action Item - Proposed Revision to Regents' Policy R473.

Issue

The Regents have had a long-standing policy governing the awarding of credit to students who complete course work in a non-credit format. Historically, the policy was specifically to define how higher education credit could be awarded to students who completed course work at what was previously called an "Applied Technology Center." With the further development of the Utah College of Applied Technology (UCAT), there is now a need to revise and expand this policy. The purpose of the proposed policy is to assure the integrity and consistency of the process of awarding credit for instruction received in formal instructional settings where academic credit is not awarded but measured by non-credit units (clock hours, continuing education units, competency assessments).

Background

The process for awarding credit by an institution within the Utah System of Higher Education (USHE) is guided by individual institutional policy and accreditation. The evaluation of student learning or achievement and the awarding of credit must be based upon clearly stated and distinguishable criteria. When an institution receives transfer credit from other institutions, procedures are required that provide adequate safeguards to ensure the work for which credit is awarded is of high academic quality and relevant to the students' programs.

In an effort to provide a procedure for appropriately assigning credit for learning in institutions where credit is not awarded, Policy R473 has been re-written. This policy specifically addresses how membership hours received at the Utah College of Applied Technology (UCAT) can be transferred to a USHE institution. The proposed policy has been reviewed by USHE institutions and UCAT and the policy is viewed as a positive step for acknowledging the learning that occurs for students enrolled in UCAT institutions.

Recommendation

The Commissioner recommends approval of the amended Regents' Policy R473 (Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats).

---

William A. Sederburg  
Commissioner of Higher Education

WAS/GSW

Attachment





## R473, Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats

**R473-1. Purpose:** To assure the integrity and consistency of the process of awarding credit for instruction received in formal instructional settings where academic credit is not awarded but measured by a non-credit unit (clock hours, continuing education units, competency assessments).

### R473-2. References

- 2.1. Utah Code §53B-2A (Utah College of Applied Technology)
- 2.2. Utah Code §53B-2-106(2)(c) (Examination, Admission, and Classification of Students)
- 2.3. Utah Code §53B-16-102 (Changes in Curriculum)
- 2.4. Policy and Procedures R401, Program Approval
- 2.5. Policy and Procedures R411, Review of Existing Programs
- 2.6. Policy and Procedures R470, General Education, Course Numbering, Lower-Division Pre-Major Requirements, Transfer of Credits, and Credit by Examination.

### R473-3. Definitions

- 3.1. "USHE": Utah System of Higher Education
- 3.2. "UCAT": Utah College of Applied Technology.
- 3.3. "Non-credit Course": instruction delivered in a class in a non-credit format where the instructional competencies are defined, course work completed and assessed, and the instructional unit of measure is generally clock hours, continuing education units (CEUs), or competency assessments.
- 3.4. "Written Credit Articulation Agreement": an agreement that specifies the terms and conditions for articulating instructional competencies between non-credit courses and credit courses. This formal agreement is approved by the receiving institution and aligns course work between originating and receiving institutions.

### R473-4. Converting Non-credit Instruction to Credit.

- 4.1. **Awarding of Credit Based on Comparability of Course Work:** USHE credit-granting institutions award credit for non-credit courses according to individual institution policy and with the execution of a Written Credit Articulation Agreement. Higher education credit awarded to students completing non-credit courses is based upon comparability between the non-credit course and an existing credit course offered by a USHE institution. Non-credit course competencies that are congruent with existing credit course competencies at community colleges or universities may be awarded college credit. Approval for a "Written Credit Articulation Agreement" must be requested by the non-credit administrator and approved in writing by the GAO Chief Academic Officer of the higher education institution before credit is awarded.

**4.2. Evaluation by Receiving Institution:** After a formal request is received, receiving USHE institutions will evaluate non-credit courses for approval of awarding credit. Review of course content, objectives and outcomes, procedures, examinations, and teaching materials, for determining equivalency, is the responsibility of the receiving higher education program or department. Course competencies must be equivalent, and instruction must be delivered by an appropriately credentialed instructor. Students awarded higher education credit for non-credit courses shall not be required to re-demonstrate competencies achieved in those courses if the instruction has taken place in the prior 12 months. Institutional policy may allow for additional time beyond the 12 months.

**4.3. Student Application for Higher Education Credit:** The award of credit for non-credit courses is predicated on formal admission by the student to the credit-granting institution. For non-credit courses included in fully executed Written Credit Articulation Agreements, students are required to apply for higher education credit within 12 months after completion of the non-credit course(s). Institutional policy may allow for additional time beyond the 12 months.

**4.6. Transferability of Awarded Credit:** Credit approved by one USHE credit-granting institution for a non-credit course or courses shall ensure acceptance of the credit as transfer credit at any other USHE credit-granting institution, as per R 470. Courses transferred to another a USHE credit-granting institution will be subject to the receiving institution's normal transfer credit policies per Regents' Policy R470.

**4.7. Tuition and/or Fees Charged by USHE Institution:** The receiving USHE institution may assess a one-time application/admission fee, at its current admission fee rate, at the time of the initial request for credit. A normal recording fee may be charged for recording credit for non-credit instruction according to the terms of the Written Credit Articulation Agreement. In harmony with Policy A-6 of the Northwest Commission on Colleges and Universities Accrediting Guidelines, regular tuition and fees will be charged when a Dual Enrollment Model is used and the USHE credit-granting institution contracts with a third party for instruction. The total tuition for any specific given course should be the same for all persons at any given time. Tuition charges in courses should be bona fide, effective on specific dates, and applicable to all who enroll thereafter or are presently in school, provided the enrollment agreement so stipulates. All extra charges and costs incidental to training should be disclosed to prospective students before they are enrolled.

#### **R473-5. USHE Class Credit**

**5.1. Full Credit for USHE Classes:** Students applying for credit for a non-credit course shall receive full credit at the receiving USHE institution for the course, if articulated. There is no provision for awarding partial course credit. Credit will be awarded after meeting the campus requirements for the specific certificate or degree in which the student has been enrolled.

**5.2. Audit Credit not Applicable.** USHE credit-bearing classes completed on an audit basis may not, at a later date, be transferred for credit.

#### **R473-6. Written Credit Articulation Agreements**

**6.1. Agreements in Written Form; Distribution:** Articulation agreements between non-credit programs and USHE credit-granting institutions will be in written form. Copies of these agreements will be provided to the Office of the Commissioner of Higher Education solely to enhance coordination of related activities within the state. Agreements will be updated annually by the participating institutions.

## **R473-7. Non-credit to credit options**

**7.1. Dual Enrollment Model:** Students enroll in a non-credit course or courses where the USHE credit-granting institution has contracted with a third party to provide the instruction; the third party provider may generally offer non-credit courses. The educational experience is offered under the direction of the higher education institution. The selection process for course materials and faculty is the same as occurs on campus or at other off-campus sites, in compliance with the Northwest Commission on Colleges and Universities' Operational Accreditation Policy A-6.

**7.2 Credit Awarded through Established Articulation Agreement:** Students enroll in a non-credit course or courses through a third party. The USHE credit-granting institution has not contracted with a third party to provide the instruction, but has evaluated the non-credit course competencies and has executed a Written Credit Articulation Agreement with the non-credit provider to award credit for successful completion.

### **7.2.1 Credit Awarded for Instructional Programs Completed at a campus of the Utah College of Applied Technology:**

Technical programs at campuses of the Utah College of Applied Technology may be considered for articulation with USHE institutions under the following conditions.

#### **7.2.1.1 Articulation to an existing A.A.S. Degree in General Technology:**

1. ~~Students~~ For students who have completed a technical program at a campus of the Utah College of Applied Technology, consisting of at least 900 membership hours, and where there is a written credit articulation agreement in place with a USHE institution, ~~the~~ the 900 (plus)-membership hour program will fulfill the 30-credit-hour requirement of technical specialty within the A.A.S. in General Technology.
2. Students must meet the regular admission requirements for the receiving USHE institution as published in the institutional catalog.
3. The student must provide an official transcript from the Utah College of Applied Technology.
4. The student who is admitted to degree admission status must meet all applicable ~~pre requirements~~ pre-requisites as indicated by the appropriate placement instrument.
5. The student is required to complete the specified general education component at the community college or university.
6. Upon fulfillment of the requirements stated above, the student will receive thirty (30) semester hours of credit toward an existing A.A.S. degree with a compatible technical requirement or the A.A.S. degree in General Technology for the approved work completed at a UCAT campus. Credit for work completed at a UCAT campus will be posted at the USHE institution following completion of the USHE institution's program requirements. The credit posted on the transcript will not count in the calculation of the student's grade point average. Upon successful completion of all program requirements, the student will be awarded the Associate of Applied Science Degree.

#### **7.2.1.2 Articulation to Specific Majors A.A.S. Degrees in Community Colleges**

**Community colleges and technology centers may enter into agreements for the articulation of specific programs that lead to the award of the A.A.S. degree in particular majors.**

1. The institutions involved must agree that the learning outcomes specified in courses and/or programs offered by the UCAT campus satisfy learning outcomes in similar courses offered by the community college. ~~Syllabi, including assessment measures for course competencies, of the~~

courses from the institutions involved, including assessment measures for course competencies, must be maintained and documented.

2. Semester hour credit awarded by the USHE institution in specific articulated programs will be proportionate to the equivalence of credits attained in the technical or career program offered by the UCAT campus. The number of semester hours awarded in specific articulated programs may be up to thirty (30) semester hours and must fit within the requirements of the specified certificate or degree.

**7.3 Credit Awarded for Non-Credit Courses Completed Without a Written Credit Articulation Agreement:**

If a student enrolls in a non-credit course or courses through a third party and the USHE credit-granting institution has not contracted with the third party, the USHE credit-granting institution may award credit, given it can determine the experience is comparable to specific credit course work, following individual institutional policy.

**7.4. Credit Awarded for Competency Testing:** USHE institutions currently award credit to admitted students who wish to challenge a particular course. By satisfactorily demonstrating achievement or competency through ~~sitting for a~~ comprehensive final examination or some other competency examination, students may be awarded credit for the course. It is not presumed that colleges or universities would be required to develop competency examinations in subject areas where the institution does not have equivalent course work. (See Policy and Procedures R470.)

DRAFT

## Appendix

### Articulation of Courses Between Credit-Granting USHE Institutions and UCAT Campuses

The following process will guide USHE institutions in articulating with the Utah College of Applied Technology.

House Bill 15 specifies that the Utah System of Higher Education (USHE) will articulate courses with the Utah College of Applied Technology (UCAT) providing students with an educational pathway for selected courses.

*(c) The board shall coordinate and support articulation agreements between the Utah College of Applied Technology and other institutions of higher education.*

Working within Regents' Policy (R473), and in harmony with the standards of the Northwest Commission on Colleges and Universities, articulation agreements may be formed between a credit-granting USHE institution and a UCAT Campus under one of four conditions (see below).

The UCAT campus wishing to form an articulation agreement with a credit-granting USHE institution should first approach the USHE institution within the local service delivery area.

1. If the credit-granting institution has approved course(s), and desires to complete an articulation agreement, the articulation agreement may be completed through normal institutional processes.
2. If the credit-granting institution does not wish to complete an articulation agreement, they may decline to participate and the UCAT campus may contact other USHE institutions who may be interested.
3. If the local credit-granting USHE institution does not have the approved course(s), and wishes to complete an articulation agreement, the USHE institution has the option to seek approval for the course(s) through the normal institutional and Regent process.
4. If the local USHE institution does not have the approved course(s) and does not have a desire to establish the course(s), the UCAT campus may approach another credit-granting USHE institution that has the approved course(s) and desires to enter into an articulation agreement.

The Office of the Commissioner shall maintain a list of course articulations between UCAT campuses and credit-granting USHE institutions. Institutions are required to submit an updated list of formal articulation agreements by June 30 ~~or~~ of each academic year.

**S A M P L E**  
**Utah System of Higher Education**  
**Credit Articulation Agreement for Non-Credit Learning Experiences Courses**  
**FY2010-11**

This Agreement, between (USHE Institution), a USHE credit-granting institution, and (Third Party Non-Credit Learning Provider) specifies the terms and conditions for the granting of (USHE Institution) credit for non-credit course work successfully completed with an external education or training provider. The parties enter into this Agreement on the \_\_\_ day of \_\_\_, 20\_\_.

**I. CREDIT ARTICULATION CONSIDERATIONS**

This Agreement covers (list non-credit course or courses). The administrative model may be considered dual enrollment or credit awarded through an established articulation agreement as defined in R473.

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A. Description. (Describe the non-credit course(s) learning objectives or competencies, assessments, and learning outcomes. Attach a list of the courses covered by this agreement for which credit is sought. Attach a copy of all non-credit curriculum.)

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B. Special Provisions. (Detail financial arrangements, special provisions and conditions for completion of non-credit course(s) that will lead to the award of credit.)

**II. EVALUATION & AMENDMENT**

This agreement is in effect for instruction completed during the FY2010-11 academic year. Both parties must communicate changes in curriculum and/or in credit articulation in a timely manner. The Agreement may be terminated at the end of the academic year by either party. The decision to renew or terminate the credit articulation agreement should be made within 30 days of the beginning of the next academic year.

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**III. EXECUTION**

The parties hereby execute this Credit Articulation Agreement as of the day and year first written above.

for (USHE institution)

\_\_\_\_\_  
by \_\_\_\_\_ date  
(Title)

for (Third Party Non-Credit Learning Provider)

\_\_\_\_\_  
by \_\_\_\_\_ date  
(Title)

**Utah System of Higher Education  
 Credit Articulation Agreement for  
 Non-Credit Learning Experiences Courses  
 FY2010-11**

**Course List**

USHE Institution:  
 Contact Name:  
 Contact Phone:  
 Contact Email:

Non-Credit Learning Provider:  
 Contact Name:  
 Contact Phone:  
 Contact Email:

| Non-Credit Courses |               |              |                              | USHE Credit to be Granted |               |              |                 |                            |
|--------------------|---------------|--------------|------------------------------|---------------------------|---------------|--------------|-----------------|----------------------------|
| Course Prefix      | Course Number | Course Title | Participation (M. Hrs, CEUs) | Course Prefix             | Course Number | Course Title | Credits Awarded | Conditions of Articulation |
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# R473, Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats

**R473-1. Purpose:** To assure the integrity and consistency of the process of awarding credit for instruction received in formal instructional settings where academic credit is not awarded but measured by a non-credit unit (clock hours, continuing education units, competency assessments).

## R473-2. References

- 2.1. Utah Code §53B-2A (Utah College of Applied Technology)
- 2.2. Utah Code §53B-2-106(2)(c) (Examination, Admission, and Classification of Students)
- 2.3. Utah Code §53B-16-102 (Changes in Curriculum)
- 2.4. Policy and Procedures R401, Program Approval
- 2.5. Policy and Procedures R411, Review of Existing Programs
- 2.6. Policy and Procedures R470, General Education, Course Numbering, Lower-Division Pre-Major Requirements, Transfer of Credits, and Credit by Examination

## R473-3. Definitions

- 3.1. “USHE”: Utah System of Higher Education
- 3.2. “UCAT”: Utah College of Applied Technology
- 3.3. “Non-credit Course”: instruction delivered in a class in a non-credit format where the instructional competencies are defined, course work completed and assessed, and the instructional unit of measure is generally clock hours, continuing education units (CEUs), or competency assessments.
- 3.4. “Written Credit Articulation Agreement”: an agreement that specifies the terms and conditions for articulating instructional competencies between non-credit courses and credit courses. This formal agreement is approved by the receiving institution and aligns course work between originating and receiving institutions.

## R473-4. Converting Non-credit Instruction to Credit.

- 4.1. **Awarding of Credit Based on Comparability of Course Work:** USHE credit-granting institutions award credit for non-credit courses according to individual institution policy and with the execution of a Written Credit Articulation Agreement. Higher education credit awarded to students completing non-credit courses is based upon comparability between the non-credit course and an existing credit course offered by a USHE institution. Non-credit course competencies that are congruent with existing credit course competencies at community colleges or universities may be awarded college credit. Approval for a “Written Credit Articulation Agreement” must be requested by the non-credit administrator and approved in writing by the Chief Academic Officer of the higher education institution before credit is awarded.



**4.2. Evaluation by Receiving Institution:** After a formal request is received, receiving USHE institutions will evaluate non-credit courses for approval of awarding credit. Review of course content, objectives and outcomes, procedures, examinations, and teaching materials, for determining equivalency, is the responsibility of the receiving higher education program or department. Course competencies must be equivalent, and instruction must be delivered by an appropriately credentialed instructor. Students awarded higher education credit for non-credit courses shall not be required to re-demonstrate competencies achieved in those courses if the instruction has taken place in the prior 12 months. Institutional policy may allow for additional time beyond the 12 months.

**4.3. Student Application for Higher Education Credit:** The award of credit for non-credit courses is predicated on formal admission by the student to the credit-granting institution. For non-credit courses included in fully executed Written Credit Articulation Agreements, students are required to apply for higher education credit within 12 months after completion of the non-credit course(s). Institutional policy may allow for additional time beyond the 12 months.

**4.6. Transferability of Awarded Credit:** Courses transferred to a USHE credit-granting institution will be subject to the receiving institution's normal transfer credit policies per Regents' Policy R470.

**4.7. Tuition and/or Fees Charged by USHE Institution:** The receiving USHE institution may assess a one-time application/admission fee, at its current admission fee rate, at the time of the initial request for credit. A normal recording fee may be charged for recording credit for non-credit instruction according to the terms of the Written Credit Articulation Agreement. In harmony with Policy A-6 of the Northwest Commission on Colleges and Universities Accrediting Guidelines, regular tuition and fees will be charged when a Dual Enrollment Model is used and the USHE credit-granting institution contracts with a third party for instruction. The total tuition for any specific given course should be the same for all persons at any given time. Tuition charges in courses should be bona fide, effective on specific dates, and applicable to all who enroll thereafter or are presently in school, provided the enrollment agreement so stipulates. All extra charges and costs incidental to training should be disclosed to prospective students before they are enrolled.

#### **R473-5. USHE Class Credit**

**5.1. Full Credit for USHE Classes:** Students applying for credit for a non-credit course shall receive full credit at the receiving USHE institution for the course, if articulated. There is no provision for awarding partial course credit. Credit will be awarded after meeting the campus requirements for the specific certificate or degree in which the student has been enrolled.

**5.2. Audit Credit not Applicable.** USHE credit-bearing classes completed on an audit basis may not, at a later date, be transferred for credit.

#### **R473-6. Written Credit Articulation Agreements**

**6.1. Agreements in Written Form; Distribution:** Articulation agreements between non-credit programs and USHE credit-granting institutions will be in written form. Copies of these agreements will be provided to the Office of the Commissioner of Higher Education solely to enhance coordination of related activities within the state. Agreements will be updated annually by the participating institutions.

## **R473-7. Non-credit to credit options**

**7.1. Dual Enrollment Model:** Students enroll in a non-credit course or courses where the USHE credit-granting institution has contracted with a third party to provide the instruction; the third party provider may generally offer non-credit courses. The educational experience is offered under the direction of the higher education institution. The selection process for course materials and faculty is the same as occurs on campus or at other off-campus sites, in compliance with the Northwest Commission on Colleges and Universities' Operational Policy A-6.

**7.2 Credit Awarded through Established Articulation Agreement:** Students enroll in a non-credit course or courses through a third party. The USHE credit-granting institution has not contracted with a third party to provide the instruction, but has evaluated the non-credit course competencies and has executed a Written Credit Articulation Agreement with the non-credit provider to award credit for successful completion.

### **7.2.1 Credit Awarded for Instructional Programs Completed at a campus of the Utah College of Applied Technology:**

Technical programs at campuses of the Utah College of Applied Technology may be considered for articulation with USHE institutions under the following conditions.

#### **7.2.1.1 Articulation to an existing A.A.S. Degree in General Technology:**

1. For students who have completed a technical program at a campus of the Utah College of Applied Technology consisting of at least 900 membership hours, and where there is a written credit articulation agreement in place with a USHE institution, the 900 (plus)-membership hour program will fulfill the 30-credit-hour requirement of technical specialty within the A.A.S. in General Technology.
2. Students must meet the regular admission requirements for the receiving USHE institution as published in the institutional catalog.
3. The student must provide an official transcript from the Utah College of Applied Technology.
4. The student who is admitted to degree admission status must meet all applicable pre-requisites as indicated by the appropriate placement instrument.
5. The student is required to complete the specified general education component at the community college or university.
6. Upon fulfillment of the requirements stated above, the student will receive thirty (30) semester hours of credit toward an existing A.A.S. degree with a compatible technical requirement or the A.A.S. degree in General Technology for the approved work completed at a UCAT campus. Credit for work completed at a UCAT campus will be posted at the USHE institution following completion of the USHE institution's program requirements. The credit posted on the transcript will not count in the calculation of the student's grade point average. Upon successful completion of all program requirements, the student will be awarded the Associate of Applied Science Degree.

#### **7.2.1.2 Articulation to Specific A.A.S. Degrees in Community Colleges**

**Community colleges and technology centers may enter into agreements for the articulation of specific programs that lead to the award of the A.A.S. degree.**

1. The institutions involved must agree that the learning outcomes specified in courses and/or programs offered by the UCAT campus satisfy learning outcomes in similar courses offered by the community college. Syllabi of the courses from the institutions involved, including assessment measures for course competencies, must be maintained and documented.

2. Semester hour credit awarded by the USHE institution in specific articulated programs will be proportionate to the equivalence of credits attained in the technical or career program offered by the UCAT campus. The number of semester hours awarded in specific articulated programs may be up to thirty (30) semester hours and must fit within the requirements of the specified certificate or degree.

**7.3 Credit Awarded for Non-Credit Courses Completed Without a Written Credit Articulation Agreement:**

If a student enrolls in a non-credit course or courses through a third party and the USHE credit-granting institution has not contracted with the third party, the USHE credit-granting institution may award credit, given it can determine the experience is comparable to specific credit course work, following individual institutional policy.

**7.4. Credit Awarded for Competency Testing:** USHE institutions currently award credit to admitted students who wish to challenge a particular course. By satisfactorily demonstrating achievement or competency through a comprehensive final examination or some other competency examination, students may be awarded credit for the course. It is not presumed that colleges or universities would be required to develop competency examinations in subject areas where the institution does not have equivalent course work. (See Policy R470.)

DRAFT

## Appendix

### Articulation of Courses Between Credit-Granting USHE Institutions and UCAT Campuses

The following process will guide USHE institutions in articulating with the Utah College of Applied Technology.

House Bill 15 specifies that the Utah System of Higher Education (USHE) will articulate courses with the Utah College of Applied Technology (UCAT) providing students with an educational pathway for selected courses.

*(c) The board shall coordinate and support articulation agreements between the Utah College of Applied Technology and other institutions of higher education.*

Working within Regents' Policy (R473), and in harmony with the standards of the Northwest Commission on Colleges and Universities, articulation agreements may be formed between a credit-granting USHE institution and a UCAT Campus under one of four conditions (see below).

The UCAT campus wishing to form an articulation agreement with a credit-granting USHE institution should first approach the USHE institution within the local service delivery area.

1. If the credit-granting institution has approved course(s), and desires to complete an articulation agreement, the articulation agreement may be completed through normal institutional processes.
2. If the credit-granting institution does not wish to complete an articulation agreement, they may decline to participate and the UCAT campus may contact other USHE institutions who may be interested.
3. If the local credit-granting USHE institution does not have the approved course(s), and wishes to complete an articulation agreement, the USHE institution has the option to seek approval for the course(s) through the normal institutional and Regent process.
4. If the local USHE institution does not have the approved course(s) and does not have a desire to establish the course(s), the UCAT campus may approach another credit-granting USHE institution that has the approved course(s) and desires to enter into an articulation agreement.

The Office of the Commissioner shall maintain a list of course articulations between UCAT campuses and credit-granting USHE institutions. Institutions are required to submit an updated list of formal articulation agreements by June 30 of each academic year.

**SAMPLE**  
**Utah System of Higher Education**  
**Credit Articulation Agreement for Non-Credit Courses**  
**FY2010-11**

This Agreement, between (USHE Institution), a USHE credit-granting institution, and (Third Party Non-Credit Learning Provider) specifies the terms and conditions for the granting of (USHE Institution) credit for non-credit course work successfully completed with an external education or training provider. The parties enter into this Agreement on the \_\_\_ day of \_\_\_, 20\_\_.

**I. CREDIT ARTICULATION CONSIDERATIONS**

This Agreement covers (list non-credit course or courses). The administrative model may be considered dual enrollment or credit awarded through an established articulation agreement as defined in R473.

- A. Description. *(Describe the non-credit course(s) learning objectives or competencies, assessments, and learning outcomes. Attach a list of the courses covered by this agreement for which credit is sought. Attach a copy of all non-credit curriculum.)*
- B. Special Provisions. *(Detail financial arrangements, special provisions and conditions for completion of non-credit course(s) that will lead to the award of credit.)*

**II. EVALUATION & AMENDMENT**

This agreement is in effect for instruction completed during the FY2010-11 academic year. Both parties must communicate changes in curriculum and/or in credit articulation in a timely manner. The Agreement may be terminated at the end of the academic year by either party. The decision to renew or terminate the credit articulation agreement should be made within 30 days of the beginning of the next academic year.

**III. EXECUTION**

The parties hereby execute this Credit Articulation Agreement as of the day and year first written above.

*for (USHE institution)*

\_\_\_\_\_ date  
by \_\_\_\_\_  
(Title)

*for (Third Party Non-Credit Learning Provider)*

\_\_\_\_\_ date  
by \_\_\_\_\_  
(Title)

**Utah System of Higher Education**  
**Credit Articulation Agreement for**  
**Non-Credit Courses**  
**FY2010-11**

**Course List**

USHE Institution:

Contact Name:

Contact Phone:

Contact Email:

Non-Credit Learning Provider:

Contact Name:

Contact Phone:

Contact Email:

| Non-Credit Courses |               |              |                             | USHE Credit to be Granted |               |              |                 |                            |
|--------------------|---------------|--------------|-----------------------------|---------------------------|---------------|--------------|-----------------|----------------------------|
| Course Prefix      | Course Number | Course Title | Participation (M_Hrs, CEUs) | Course Prefix             | Course Number | Course Title | Credits Awarded | Conditions of Articulation |
|                    |               |              |                             |                           |               |              |                 |                            |
|                    |               |              |                             |                           |               |              |                 |                            |
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**Operational Policy A-6**  
***Contractual Relationships with***  
***Organizations Not Regionally Accredited***

No higher education institution accredited by a regional institutional accrediting commission can lend the prestige or authority of its accreditation to authenticate courses or programs offered under contract with organizations not so accredited unless it demonstrates adherence to the following principles:

- a. The primary purpose of offering such a course or program is educational. (Although the primary purpose of the offering must be educational, what ancillary purposes also provide the foundation for the program or course, such as auxiliary services, anticipated income, and public relations?)
- b. Any course offered must be consistent with the institution's educational mission and goals as they were at the time of the last evaluation. If the institution alters its mission and goals, the regional commission must be notified and the policy on substantive change applied. (How does the institution define the specific relationship between the primary and ancillary purposes and the contracted service, and how does it demonstrate its capability to attain these objectives?)
- c. Courses to be offered and the value and level of their credit must be determined in accordance with established institutional procedures and under the usual mechanisms of review. (What evidence exists that established institutional procedures have been followed?)
- d. Courses offered for credit must remain under the sole and direct control of the sponsoring accredited institution which exercises ultimate and continuing responsibility for the performance of these functions as reflected in the contract, with provisions to ensure that conduct of the courses meets the standards of its regular programs as disclosed fully in the institution's publications, especially as these pertain to:
  - 1) recruitment and counseling of students;
  - 2) admission of students to courses and/or to the sponsoring institution where credit programs are pursued;
  - 3) instruction in the courses;
  - 4) evaluation of student progress;
  - 5) record keeping;
  - 6) tuition and/or fees charged, receipt and disbursement of funds, and refund policy;
  - 7) appointment and validation of credentials of faculty teaching the course;
  - 8) nature and location of courses; and
  - 9) library and information resources.

Additional data needed would include course outlines, syllabi, copies of exams, records of students, and evidence of equivalencies with established programs.

**Requirements for Contractual Arrangements**

In establishing contractual arrangements with organizations not regionally accredited, institutions are expected to demonstrate that the following requirements have been met. The not-for-profit institutions should establish that their tax exempt status, as governed by state or federal regulations, will not be affected by such contractual arrangements with a for-profit organization.

- a. The Contract:
  - 1) should be executed only by duly designated officers of the institutions and their counterparts in the contracting organization. While other faculty and administrative representatives will undoubtedly be involved in the contract negotiations, care should be taken to avoid implied or apparent power to execute the contract by unauthorized personnel.

- 2) should establish a definite understanding between the institution and contractor regarding the work to be performed, the period of the agreement, and the conditions under which any possible renewal or renegotiation of the contract would take place;
- 3) should clearly vest the ultimate responsibility for the performance of the necessary control functions for the educational offering with the accredited institution granting credit for the offering. Such performance responsibility by the credit-granting institution would minimally consist of adequate provisions for review and approval of work performed by the contractor in each functional area.
- 4) should clearly establish the responsibilities of the institution and contractor regarding:
  - a) indirect costs
  - b) approval of salaries
  - c) equipment
  - d) subcontracts and travel
  - e) property ownership and accountability
  - f) inventions and patents
  - g) publications and copyrights
  - h) accounting records and audits
  - i) security
  - j) termination costs
  - k) tuition refund
  - l) student records
  - m) faculty facilities
  - n) safety regulations
  - o) insurance coverage

b. Enrollment Agreement

- 1) The enrollment agreement should clearly outline the obligations of both the institution and the student, and a copy of the enrollment agreement should be furnished to the student before any payment is made.
- 2) The institution should determine that applicants are fully informed about the nature of the obligation they are entering into, and their responsibilities and rights under the enrollment agreement before they sign it.
- 3) No enrollment agreement should be binding until it has been accepted by the authorities of the institution vested with this responsibility.

c. Tuition Policies

1) Rates

- a) The total tuition for any specific given course should be the same for all persons at any given time. Group training contracts showing lower individual rates may be negotiated with business, industrial, or governmental agencies.
- b) Tuition charges in courses should be bona fide, effective on specific dates, and applicable to all who enroll thereafter or are presently in school, provided the enrollment agreement so stipulates.
- c) All extra charges and costs incidental to training should be disclosed to prospective student before they are enrolled.
- d) The institution should show that the total tuition charges for each of its courses are reasonable in the light of the service to be rendered, the equipment to be furnished, and its operating costs.

2) Refunds and Cancellations

- a) The institution should have a fair and equitable tuition refund and cancellation policy.



- b) The institution should publish its tuition refund and cancellation policy in its catalog or other appropriate literature.
- 3) Collection Practices
- a) Methods used by an institution in requesting or demanding payment should follow sound and ethical business practices.
  - b) If promissory notes or contracts for tuition are sold or discounted to third parties by the institution, enrollees or their financial sponsors should be aware of this action.
- d. Student Recruitment
- 1) Advertising and Promotional Literature
- a) All advertisements and promotional literature used should be truthful and avoid leaving any false, misleading, or exaggerated impressions with respect to the school, its personnel, its courses and services, or the occupational opportunities for its graduates.
  - b) All advertising and promotional literature should clearly indicate that education, not employment, is being offered.
  - c) All advertising and promotional literature should include the correct name of the school. So-called "blind" advertisements are considered misleading and unethical.
- 2) Field Agents
- a) An institution is responsible to its current and prospective students for the representations made by its field representatives (including agencies and other authorized persons and firms soliciting students), and therefore should select each of them with the utmost care, provide them with adequate training, and arrange for proper supervision of their work.
  - b) It is the responsibility of an institution to conform to the laws and regulations of each of the states in which it operates or solicits students and in particular to see that each of its field representatives working in any such state is properly licensed or registered as required by the laws of the state.
  - c) If field representatives are authorized to prepare and/or run advertising or to use promotional materials, the institution should accept full responsibility for the materials used and should approve any such promotional materials in advance of their use.
  - d) When field representatives are authorized to collect money from an applicant for enrollment, they should leave with the applicant a receipt for the money collected and a copy of the enrollment agreement.
  - e) No field representative should use any title, such as "counselor", "advisor", or "registrar" which may indicate that duties and responsibilities are other than they actually are.
  - f) No field representative should violate, orally or otherwise, any of the standards applicable to advertising and promotional materials.

Adopted 1973



**Utah College of  
Applied Technology**

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**Office of the President**

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January 18, 2011

William A. Sederburg, Commissioner  
Utah System of Higher Education  
Board of Regents Building, The Gateway  
60 South 400 West  
Salt Lake City, UT 84101-1284

Dear Bill:

On behalf of the Utah College of Applied Technology (UCAT) Board of Trustees, I am pleased to respond to the information provided by your office regarding proposed changes to Regents Policy R473, Standards for Granting Academic Credit for CTE Course Work Completed in Non-Credit Instructional Formats.

As you know, this has been a topic of mutual interest between our two systems over several years and specific direction has been provided in Utah Code directing our two governing boards to promote articulation between UCAT campuses and Utah System of Higher Education (USHE) institutions:

53B-1-103 (2) (c) directs the Board of Regents to coordinate and support articulation agreements between the Utah College of Applied Technology and other institutions of higher education,

53B-2a-102 (2) (f) (ii) (F) directs the UCAT president, in conjunction with the UCAT Board of Trustees to coordinate, prioritize, support and report college functions dealing with articulation with institutions of higher education, and,

53B-2a-104 (2) (f) directs the UCAT Board of Trustees to advise the president of the Utah College of Applied Technology and the State Board of Regents on issues related to career and technical education, including articulation with institutions of higher education.

With these mandates to support articulation between non-credit/certificate programs accomplished at UCAT campuses and credit/degree programs at USHE institutions, I applaud the work that has been accomplished by your office, and the others within your system, to develop the proposed modifications within R473.

Commissioner William A. Sederburg

January 18, 2011

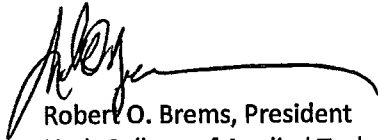
Page Two

While not an action item in our recent UCAT Board of Trustees meeting, it was significantly discussed this week as the Trustees met with Lt. Governor Bell and Education Director Kearl. I am happy to report that the concept of utilizing UCAT 900 (plus)-membership hour programs to fulfill the 30 credit hour requirement of technical specialty within the AAS degree in General Technology at USHE institutions was welcomed as a significant step in partnering with the Regents, USHE and USHE institutions. The Trustees viewed this as a significant breakthrough to streamline the educational process for thousands of individuals each year who wish to continue their UCAT education to an associate degree level. Discussion also occurred that supported the resultant elimination of unnecessary duplication between our two systems and saving precious state resources at a critical economic time.

My personal thanks to you for the kind invitation to join you and your staff, along with Senator Stephenson and Director Kearl, in the recent Complete College America conference in Denver. That activity provided a long-sought opportunity for us to discuss this concept and to consult with our Tennessee colleagues who operate a similar and very successful articulation model.

We look forward to receiving the good news of Regent approval of the R473 revisions and beginning the articulation processes that will benefit so many deserving Utah citizens.

Sincerely,



Robert O. Brems, President  
Utah College of Applied Technology

c: Utah College of Applied Technology Board of Trustees  
Campus Board of Directors  
Campus Presidents