

ARTICULATION AGREEMENT
Between
Cuyahoga Community College and Kaplan University

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 24th day of September, 2008 (the “Effective Date”) by and between Cuyahoga Community College District (hereinafter referred to as the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Iowa College Acquisition Corp. doing business as Kaplan University (hereinafter referred to as “Kaplan”), with an address at 6301 Kaplan University Avenue, Fort Lauderdale, FL. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Kaplan is a Delaware corporation engaged in the business of higher education services. The College and Kaplan desire to enter into a contract pursuant to which certain students of the College would be eligible for articulated course credit at Kaplan, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Description of Articulation Program.*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined on Attachment A attached hereto and incorporated herein by reference.
- b. Articulation Benefits to Students. Kaplan will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria.
- c. Accreditation of the College. The College warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The College will notify Kaplan if such accreditation ceases to exist.
- d. Accreditation of Kaplan. Kaplan warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Kaplan will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-c) as stated on Attachment A, Kaplan will consider their applications for admission in accordance with standard Kaplan admission application evaluation criteria, while favorably recognizing students’ accomplishments at the College.
- f. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. *Duties of Kaplan.*

- a. Provide College relevant transfer information and current Kaplan brochures and/or catalogs;
 - b. Communicate with College students, alumni and employees via e-mail, postal mail, telephone, and other means to offer them the opportunity of enrolling in a bachelor's completion program at Kaplan;
 - c. Participate in College education fairs when offered by College and if available;
 - d. Encourage College graduates to enroll at Kaplan after completing their current program;
 - e. Provide College with a toll-free telephone number (866-583-4417) so that College alumni and employees can discuss their educational goals with a Kaplan advisor, and;
 - f. Provide a welcome page for the College's alumni and employees at the <www.cckaplan.com> website.
 - g. Provide College alumni and employees with a ten percent (10%) discount on Kaplan tuition. College alumni and employees must inform Kaplan admissions directors about their affiliation to receive the discount.
3. Duties of the College.
- a. Communicate the benefits of this relationship and make the agreement available on the College Web site to College students, alumni, and employees in such manner as the College, in its sole discretion, may choose;
 - b. Up to four times per year during the months of November, March and April, allow Kaplan representatives to conduct on-campus presentations and marketing regarding Kaplan programs for College students, alumni, and employees follow Administration's no solicitation rule; see their Operations Policy;
 - c. Waive transcript fees for official student transcripts sent to Kaplan subject to institutional policies and practices;
 - d. Provide Kaplan with official course outlines of curriculum, if requested
4. ***Term and Termination.***
- a. Term. This Agreement will run from the Effective Date until the end of the last day of the Fall, 2012 academic term of the College, at which time this Agreement will automatically expire.
 - b. Termination. Either party may terminate this Agreement without cause by providing written notice to the other party at least ninety (90) days of such termination. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction.

- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Kaplan shall continue to receive the benefits contemplated by this Agreement.

5. *Miscellaneous.*

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction; Venue. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio sitting in Cuyahoga County.
- d. Survival. Sections 4(c) and this Section 5 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 5(d) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the College, an additional copy addressed to “General Counsel” and, in the case of Kaplan, an additional copy addressed to “Legal Department;”

For Kaplan University:
Dr. David L. Clinefelter
Vice President, Academic Affairs &
Provost
6301 Kaplan University Avenue
Fort Lauderdale, FL 33309

For Cuyahoga Community College:
Dr. Linda Simmons
Vice President, Academic and
Student Affairs
700 Carnegie Avenue
Cleveland, OH 44115

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or

upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.

- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Notwithstanding the immediately preceding sentence, Kaplan may assign this Agreement in all or in part, to any entity that acquires Kaplan or substantially all of its assets. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures or electronic signatures shall be considered equivalent to original signatures.
- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

**CUYAHOGA COMMUNITY COLLEGE
DISTRICT:**

**IOWA COLLEGE ACQUISITION CORP.
D/B/A KAPLAN UNIVERSITY:**

By: _____
Linda Simmons, Ed.D
Vice President, Academic and Student Affairs

By: _____
David L. Clinefelter, PhD
Vice President for Academic Affairs &
Provost

**Attachment A
To The
Articulation Agreement Dated September 24, 2008
By and Between
Cuyahoga Community College District
and
Iowa College Acquisition Corp. d/b/a Kaplan University**

Articulation Criteria, Articulation Benefits

1. *The articulation criteria (“Articulation Criteria”) are:*

- a. To be eligible for application to an advanced start bachelor’s program, a student must be a Cuyahoga Community College student in good standing and eligible graduates will be reviewed as pre-qualified applicants for Kaplan University degree programs. Applicants will be required to complete all Kaplan University admissions requirements in force at the time of application. Kaplan University admissions requirements are detailed in its most recent catalog. Associate Degree graduate or must submit a letter from the College’s Registrar indicating that the student is in good standing, the expected date of graduation, the associate’s degree expected to be earned, and the program/major. Upon graduation, the student must submit proof of having been awarded an associate’s degree.
- c. A Prior Learning Assessment Curriculum Evaluation (“PLACE”) may be developed to aid in the transfer credit evaluation process. Kaplan reserves the right to make a final determination on all matters related to transferability and course equivalencies.

2. *The articulation benefits (“Articulation Benefits”) are:*

- a. Consideration for admissions as a pre-qualified applicant.
- b. Students having completed an associate’s degree program (AA, AS, AAS, AAB or specialized associate degrees) consisting of a minimum of 60 semester credits (or the equivalent of 90 quarter credits) will be eligible for a block transfer of up to 60 semester credits (or the equivalent of 90 quarter credits) and acceptance into Kaplan’s “advanced” start baccalaureate option.

3. *Additional Kaplan requirements for transfer students are:*

- a. College students who are unable to fulfill Kaplan prerequisites at College must complete them at Kaplan. Prerequisites are listed in Kaplan's current catalog and vary based on the bachelor's degree program and emphasis chosen.
- b. College students must fulfill Kaplan requirements, which entail completion of no less than 25-percent of their program requirements at Kaplan, including a minimum of 50-percent of the major requirements, including the capstone course at Kaplan. Credit earned through any combination of Transfer Credit, Challenge Credit or Experiential Credit will not exceed 75-percent of total credits required for graduation.