ACADEMIC COOPERATION AGREEMENT

This Academic Cooperation Agreement "(Base Agreement') is entered into by Park University ("Park"), a Missouri nonprofit corporation and Kansas City Kansas Community College Endowment Association, a Kansas not-for-profit corporation ("KCKCC").

RECITALS

- A. The Parties desire to establish Programs and relationships that will inure to the benefit of their respective students, including a Dual Admission Program, and 2+2 Agreements and Articulation Agreements.
- B. This Base Agreement constitutes the framework pursuant to which the Parties will document their agreements regarding the Programs and other relationships that they will establish in cooperation with each other.
- C. The Parties contemplate that for each Program or relationship that is governed under this Base Agreement, there will be a separate Addendum, except that existing and future Articulation Agreements will not become Addendums.

BASE AGREEMENT

Effective Date. The Effective Date of this Base Agreement is the date it is signed on behalf of the second party to sign. Park courses will be taught on the KCKCC Campus/Teaching Center only after the University has provided KCKCC written official notice that it has been granted approval by the State of Kansas to teach in that state.

- 1.0 **Defined Terms**. The capitalized terms used in this Base Agreement, and its Amendments thereto, are "Defined Terms" and will have the meanings indicated in this Base Agreement, in Exhibit A to this Base Agreement, in the Addendums and in any Amendments to this Base Agreement. The Parties will assure that new defined terms are added to Exhibit A as those terms are used in future Amendments, so that terms will be used consistently throughout the Amendments.
- 2.0 **Park Services**. The nature of the services to be provided by Park are set forth in this (1) Base Agreement, (2) the attached Addendums and (3) any future Amendments as the Parties shall mutually agree.
- 3.0 **KCKCC** Services. The nature of the services to be provided by KCKCC contemplated by this Base Agreement are set forth in this (1) Base Agreement, (2) the Amendments and (3) any future written agreement or Amendments as the Parties shall mutually agree.
- 4.0 **Termination**. The Agreement will continue in effect through June 30, 2019, unless terminated sooner by agreement of the parties or pursuant to the terms of this Agreement.

- 4.1 This Base Agreement and all Amendments will automatically terminate at the end of the Academic Term.
- 4.2 Either Party may terminate this Base Agreement at any time upon no less than ninety (90) days written notice to the other Party, which notice shall be given pursuant to Section 13 of this Agreement.
- 4.3 Termination of this Base Agreement will result in the termination of all Amendments between the Parties in existence at the date such termination is effective.
- 5.0 **Renewal**. This Base Agreement will be renewed if the Parties, after negotiations so decide.
- 6.0 Applicable Law and Venue. To the extent permitted by law, this Base Agreement, and its Amendments, shall be construed in accord with the laws of Missouri. To the extent permitted by law, any litigation regarding this Base Agreement will take place in the Circuit Court of Platte County, Missouri.
- 7.0 **Documentation of Cooperative Programs**. As specific joint projects or programs ("Cooperative Programs") are identified by the parties, those Cooperative Programs will be subjected to this Base Agreement, and the parties will prepare an Addendum that sets forth details regarding each such Cooperative Program.
- 8.0 Consideration. Each Addendum will describe any compensation and other consideration that the Parties will receive for services rendered pursuant to such Addendum.
- 9.0 **Accounting.** Each Addendum will describe how each Party will account for any services it renders and consideration paid or received pursuant to such Addendum.
- 10.0 Approvals. If required by law or by an Accrediting Body, this Base Agreement will be submitted by Park to governmental agencies of the United States of America, to the HLC, and to any other Accrediting Bodies with jurisdiction over a Park Program that is governed by this Base Agreement. Park will notify KCKCC of all such approving Accrediting Bodies or other entities and will provide written evidence of such approval. No Cooperative Program will be implemented under this Base Agreement until any required approvals are obtained and written evidence of approval provided to KCKCC.
- 11.0 **Confidentiality and Work Product**. In performing the services contemplated by this Base Agreement and incorporated documentation, the Parties and their employees and contractors will be exposed to Confidential Information involving the other Party's operations, intellectual property, teaching methodologies and other sensitive information.

- 11.1 The Parties hereby acknowledge and agree that any and all of the other Party's Confidential Information in any form maintained, created, or communicated, whether documented in hardcopy, electronically stored, orally communicated, or otherwise, without limitation, which a Party may be involved with or exposed to, shall at all times during the term of this Agreement and after its expiration, remain confidential, privileged and proprietary, but only if the Confidential Information has been designated "Confidential Information" by the Party that owns it at the time it is communicated to the other Party. This provision shall include, but not be limited to, any document, report, filing, or computer program developed in conjunction with the rendition of services hereunder.
- 11.2 Neither Party shall disclose to any person, corporation, or third Party, any Confidential Information that it, its employees, or its agents may be exposed to, whether in writing or orally, without the prior written consent of the other Party. Moreover, each Party shall notify its employees and agents that such employees and agents may not use such Confidential Information in any way for their personal benefit or the benefit of any other person, corporation, or third Party without the prior written consent of the Party that owns that Confidential Information.
- 11.3 To the extent permitted by law, the Parties further agree that any intangible personal property, created by a Party in the completion and fulfillment of the services under this Base Agreement shall be the sole and exclusive property of the creating Party, and all data in whatever form created, whether documentary, computer generated, or mechanically or electronically recorded, shall be deemed proprietary to Park and shall not be divulged to third parties, without the prior written approval of Park. However, nothing in this clause shall prevent a party from divulging Confidential Information to its accountants, legal counsel and its information technology consultants and providers on a need-to-know basis, all of whom shall be informed of, and subject to, protecting the confidentiality of this information consistent with this clause.
- 12.0 Indemnification. To the extent permitted by law, Each party ("Indemnifying Party") will indemnify and defend the other party ("Indemnified Party"), its officers, trustees, agents, students and employees against and from: (i) all claims arising out of any breach or default in the performance of any obligation on the part of the Indemnifying Party to be performed under this Base Agreement and all Addendums and Amendments, and, (ii) all costs, attorneys' fees, expenses and liabilities incurred by the Indemnified Party in connection with any claim or any action or proceeding brought on any such claim.
- 13.0 **Internal Approvals**. Each Party will follow all of the procedures established by its internal governance structure for approval of this Base Agreement, and its

Amendments, and any of the agreements entered into by the Parties, and will provide written confirmation of that compliance to the other Party upon request.

- 14.0 **Notices.** All Notices required to be given under this Base Agreement, its Amendments must be in writing, and will be deemed to have been properly given if:
 - 14.1 Hand delivered by a commercial delivery service, and the delivery service provides to the sending Party written evidence of the delivery of the Notice; or
 - 14.2 Delivery by electronic or fax communications. Such notices will be sufficient if given to the officer of the Party at the address, email or fax number shown below provided that a return receipt is obtained and as to Park, a copy is sent to the Vice President & General Counsel:

If to Park University: Park University

Attn: William F. (Bill) Lawson Academic Expansion Officer 911 Main Street, Suite 800 Kansas City, MO 64105 Telephone: 816 584-5649 Mobile: 913 488-4549

Facsimile Number: 816 584-6541 Email Address: blawson@park.edu

And to: Park University

Attn: Courtney E. Goddard

Vice President & General Counsel 8700 NW River Park Drive, Box 93

Parkville, MO 64152 Telephone: 816 584-6559

Facsimile Number: 816 584-6541

Email Address: Courtney.goddard@park.edu

If to KCKCC: Kansas City Kansas Community College

Attn: Dr. Michael Vitale

Vice President of Academics & Student

Services

7250 State Avenue

Kansas City, Kansas 66112

Telephone: 913 288-7100 or ext. 7689

Facsimile: 913 288-7680

Email Address: mvitale@kckcc.edu

And to: Kansas City Kansas Community College

Attn: Deryl W. Wynn, Esq.

Chief Compliance Officer & College Attorney 7250 State Avenue Kansas City, Kansas 66112 Telephone: 913-288-7180 Facsimile Number: 913-288-7680 Email Address: dwynn@kckcc.edu

- 15.0 **Remedies.** In the event that this Base Agreement is terminated pursuant to its terms, the rights and remedies of either Party provided under this Base Agreement or its Amendments will not be exclusive and are in addition to any other rights and remedies which either Party may be by law entitled to pursue.
- No Joint Venture. Neither this Base Agreement nor any act of a Party pursuant to this Base Agreement will be construed to create any partnership, joint venture, or agency relationship between the Parties, nor will a Party hold itself out to be vested with any power or right to bind another Party contractually to matters outside of the Base Agreement or to act on behalf of another Party.
- 17.0 Entire Agreement. This Base Agreement, including the contemplated exhibits and Addendums, as of the Effective Date, constitute all of the agreements of the Parties regarding its subject matter, and supersedes all prior and contemporaneous oral or written agreements and representations between the Parties and/or their representatives.
- 18.0 Amendments. No Amendment to this Base Agreement will be effective unless in writing and signed by authorized representatives of Park and KCKCC.
- 19.0 Force Majeure. No Party will be deemed in default under this Base Agreement or its Amendments due to an inability to perform the Party's obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that Party's control.
- 20.0 **Assignment.** Neither Park nor KCKCC will assign its rights or duties under this Base Agreement or its Amendments, directly or indirectly, in whole or in part, without the prior written consent of an authorized representative of the other Party, which consent shall be within the sole discretion of the requested Party.
- 21.0 **Severability**. Should any portion of this Base Agreement, its Amendments or any future Amendments be found invalid by a court of competent jurisdiction, the remainder of the Base Agreement and its Amendments will continue in full force and effect.

- 22.0 No Third Party Beneficiary. This Base Agreement or its Amendments are intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any Party or person other than KCKCC, or Park.
- 23.0 **Facsimile Signature**. Any Amendment to this Base Agreement may be executed by facsimile signature, which shall be deemed an original signature.
- 24.0 Representations and Warranties.
 - 24.1 Each Party represents and warrants that it is legally qualified to enter into this Base Agreement and will be legally qualified to enter into each Amendment it signs pursuant to this Base Agreement.
 - 24.2 Each Party and the person who executes this Base Agreement on behalf of that Party, represents and warrants that said person has full authority to bind that person's Party, and each Party represents and warrants that each person who signs an Amendment on behalf of that Party will have full authority to bind such Party.

IN WITNESS WHEREOF, the parties for themselves, their successors and assigns, have caused this Base Agreement or its Amendments to be executed.

Park University, a Missouri nonprofit corporation	Kansas City Kansas Community College Endowment Association, a Kansas not-for- profit corporation
By: David m. Fowler Name: David M. Fowler Title: President	By: Shuend Name: Dors Owens
Title: President	Title: President
Date: 6/2/15	Date: 6 2 2015
"Park"	"KCKCC"

EXHIBIT A

TO

ACADEMIC COOPERATION AGREEMENT DEFINED TERMS

- 1. The following capitalized terms are "Defined Terms" and will, when used in the Base Agreement to which this Exhibit A is attached, and in the First Addendum and other Amendments have the meanings indicated below.
 - "2+2 Agreement" means an agreement between the Parties pursuant to which Park agrees that, with regard to any specific Park Program, Park will accept specific KCKCC courses completed by an KCKCC Student at KCKCC as meeting the lower division portion of Park's Program requirements for that degree, which 2+2 Agreement has been reduced to writing, signed on behalf of the Parties, and made an Addendum to this Base Agreement.
 - "Academic Term" means either an eight or sixteen week length of time during which a Park University academic course is taught pursuant to this Agreement or another length of time during which a Park University academic course is taught pursuant to this Agreement by mutual agreement of the Parties.
 - "Accreditation" means the process by which Park has received recognition by its Accrediting Bod(y)(ies) that Park has met the criteria for accreditation of its Accrediting Bod(y)(ies).
 - "Accrediting Body" means an agency that has jurisdiction over the Accreditation of Park.
 - "Addendum" means that certain addendum incorporated herein by this reference added to the Base Agreement to describe specific Programs and agreements between the Parties that are to become part of this Base Agreement.
 - "Amendment" means any amendment to this Agreement entered into by the Parties, including but not limited to any exhibits and Addendums.
 - "Articulation Advising Guides" means articulation agreements that have been revised to provide more information about the program in order to be more user-friendly for students and faculty members
 - "Base Agreement" means the Academic Cooperation Agreement between Park University and KCKCC to which this Exhibit A is attached.
 - "Confidential Information" means information and materials which are confidential, privileged and proprietary, teaching methodologies and other sensitive information that belongs to one Party and or shared with the other Party pursuant to this Base Agreement.

"Cooperative Program" means any program jointly sponsored or administered by the Parties pursuant to this Agreement.

"Defined Terms" means capitalized terms used in the Base Agreement, Addendum and its Amendments that have the meanings set forth in this Exhibit A or elsewhere in the Base Agreement, First Addendum or its Amendments.

"HLC" means the Higher Learning Commission of the North Central Association of Colleges and Schools, which is the main Accrediting Body of Park University.

"KCKCC" means Kansas City Kansas Community College.

"Notice" means a written notice given by one Party to the Party that meets the requirements of this Agreement.

"Park Course" means a course offered by Park University for which academic credit will be granted by Park University, including independent study courses.

"Park Program" means an Academic Program of Park University.

"Park Student" means any student enrolled at Park University, including but not limited to Participants in any Cooperative Program for which the Park Student receives Park University academic credit.

"Park" means Park University, a nonprofit corporation incorporated under the laws of the State of Missouri, U.S.A.

"Participant" mean an individual selected in participate in a Park University or KCKCC Program.

"Parties" means Park University and KCKCC.

"Party" means Park University or KCKCC.

"Program" means any Program of either Party.

"Renewal Term" means any future term for which the Base Agreement or any Addendum is renewed by the Parties.

DUAL ADMISSION ADDENDUM TO ACADEMIC COOPERATION AGREEMENT

This Dual Admission Addendum ("Addendum") is entered into by Park University, a Missouri nonprofit corporation and the Kansas City Kansas Community College Endowment Association, a Kansas not-for-profit corporation ("KCKCC") effective the date ("Effective Date") it is executed on behalf of the last party to cause this Agreement to be signed.

RECITALS

- A. Park University is a Masters 1 University that provides university courses, credit, and degrees as permitted by Park's accrediting association, the Higher Learning Commission of the North Central Association of Colleges and Schools ("HLC").
- B. KCKCC is a Kansas community college and is also accredited by the HLC.
- C. The goal of the parties will be to provide a seamless, personalized transfer of KCKCC students to Park with a minimum of difficulty on the part of the transferring KCKCC students.

AGREEMENT

The parties agree as follows:

- 1.0 Systematic conversion of all current and future Articulation Agreements to updated Advising Guides using a format agreed upon by both institutions (referred to as Articulation Advising Guides).
 - 1.1 KCKCC's Obligations:
 - 1.1.1 KCKCC's Vice President of Academic Affairs, and Registrar will collaborate with deans, department chairs and faculty members to ensure that KCKCC's curriculum is accurately and clearly presented as Articulation Advising Guides together with Park University.
 - 1.2 Park University's Obligations:
 - 1.2.1 Park's Provost and Senior Vice President, Associate Vice President for Academic Affairs, and Registrar will collaborate with deans, department chairs and faculty members to ensure that Park's curriculum is accurately and clearly presented as Articulation Advising Guides together with KCKCC.
- 2.0 2+2 Programs in areas of mutual agreement (to be determined by mutual agreement of the Parties).
 - 2.1 KCKCC's Obligations:

- 2.1.1 KCKCC's Vice President of Academic Affairs, and Registrar will collaborate with deans, department chairs and faculty members to ensure that Park's curriculum is accurately and clearly articulated with KCKCC's curriculum for the 2+2 programs. The Articulation Advising Guides for programs selected to be 2+2 programs will be the first such guides to be developed.
- 2.1.2 KCKCC's Administration will collaborate within the College to ensure that the following administrative processes are in place to support the 2+2 programs:
 - 2.1.2.1 A Dual Admission process for 2+2 applicants (with KCKCC's application fee waived for new students who wish to begin a KCKCC-Park 2+2 program).
 - 2.1.2.2 A Reverse Articulation process (see below).
 - 2.1.2.3 Appropriate space on the KCKCC campus for a visiting Park staff member to meet with students interested in the 2+2 Programs on some regular schedule (e.g. admissions counselor, financial aid advisor, 2+2 program advisor). The meeting space might be a conference room or temporary office.

2.2 Park's Obligations:

- 2.2.1 Park's Provost and Senior Vice President, Associate Vice President for Academic Affairs, and Registrar will collaborate with deans, department chairs and faculty members to ensure that Park's curriculum is accurately and clearly articulated with KCKCC's curriculum for the 2+2 programs. The Articulation Advising Guides for programs selected to be 2+2 programs will be the first such guides to be developed.
- 2.2.2 Park's Administration will collaborate within the University to ensure that the following administrative processes are in place to support the 2+2 programs:
 - 2.2.2.1 Dual Admission process for 2+2 applicants (with the Park application fee waived). Applicants will need to meet Park University's admissions criteria as described in the current Undergraduate Catalog.
 - 2.2.2.2 Reverse Articulation (see below).
 - 2.2.2.3 2+2 Program Advisor (part time) to visit the KCKCC campus.

2.2.3 Park University will offer five \$2,000 scholarships/fiscal year on a competitive basis to participants in KCKCC-Park 2+2 programs (*internal approval for this is pending, but should be forthcoming*). Each recipient, who remains in good academic standing as defined in the Park Catalog, will receive \$1,000 toward tuition at the beginning of his/her third year in the 2+2 program and another \$1,000 toward tuition at the beginning of the fourth year in the 2+2 program.

3.0 Reverse Articulation.

- 3.1 KCKCC's Obligations:
 - 3.1.1 KCKCC has a process for reviewing academic credit earned at Park University by current or former KCKCC students for the purpose of possible granting academic credit and/or fulfillment of KCKCC academic requirements (reverse articulation).
- 3.2 Park's Obligations:
 - 3.2.1 Park University will communicate to all 2+2 program participants and all KCKCC transfer students *why* Reverse Articulation is important and explain how students can apply to KCKCC for reverse articulation of Park academic credit. Park's Registrar will follow industry standards for transcripting academic records to the KCKCC Registrar for that institution's consideration of granting credit.
- 4.0 Joint communication and advertising regarding the KCKCC-Park partnership generally and the 2+2 Programs specifically (internally at the two institutions as well as externally).
 - 4.1 KCKCC's Obligations:
 - 4.1.1 KCKCC will collaborate with Park University on all communications and advertising about the KCKCC-Park partnership, including any aspect of the partnership.
 - 4.2 Park's Obligations:
 - 4.2.1 Park University will collaborate with KCKCC on all communications and advertising about the KCKCC-Park partnership, including any aspect of the partnership.
- 5.0 Selected Park University classes taught on the KCKCC campus at 7270 State Avenue and at KCKCC's Teaching Center in Leavenworth.
 - 5.1 KCKCC's Obligations:

- 5.1.1 KCKCC will collaborate with Park University to make up to FOUR (4) classrooms available each Academic Term on the main campus and TWO (2) classrooms at the Leavenworth Teaching Center available at no charge. The classrooms for Park's use will be scheduled collaboratively between KCKCC and Park for either 16 week or 8 week classes. Park courses needed to complete the bachelor's degree for 2+2 programs will be offered, as appropriate, on the KCKCC main campus, at KCKCC's Teaching Center in Leavenworth, and/or at a Park University Campus or online.
- 5.1.2 KCKCC will collaborate with Park University in advance of each Academic Term regarding the number of Park classes that can be offered during the daytime or evening.
- 5.1.3 KCKCC will provide as much advance notice as possible to Park of changes in the availability or condition of classroom space assigned to Park.
- 5.1.4 Instructors teaching for Park in KCKCC classrooms will be permitted to use the facilities and technology available in that space.
- 5.1.5 KCKCC will permit students enrolled in Park classes on the KCKCC Campus/Teaching Center to utilize KCKCC's library, computer facilities, and common use facilities at no additional charge.

5.2 Park's Obligations:

- 5.2.1 Park University will be responsible for determining which classes it will teach on the KCKCC campus or at the KCKCC Teaching Center in Leavenworth to best serve students. Park University will also determine whether the classes will be face-to-face only or blended with online.
- 5.2.2 Park University will be responsible for providing qualified instructors for all Park courses taught at KCKCC and will notify KCKCC THREE (3) months in advance regarding which face-to-face courses are planned. The number of Park classes to be taught on the main KCKCC campus should not exceed FOUR (4) in any one Academic Term unless space is available and approval is granted by the KCKCC President. The number of Park classes to be taught at the Teaching Center in Leavenworth should not exceed TWO (2) in any one Academic Term unless space is available and approval is granted by the KCKCC President.
- 5.2.3 Park University will notify KCKCC by the FOURTH (4th) week of each 16 week Academic Term, or the SECOND (2nd) week of each 8 week Academic Term regarding any changes it would like to make in the number of classes planned for the following Academic Term.

- 5.2.4 Park University will utilize its own tuition rates and fee structure for courses taught on the KCKCC Campus/Teaching Center.
- 5.2.5 Park University will provide any specialty software required for its coursework taught at the KCKCC Campus/Teaching Center. Park University personnel will consult with KCKCC IT staff, as needed, on matters relating to KCKCC classroom computers and KCKCC software located in that space.
- 5.2.6 Park University's online platform is Canvas.
- 5.2.7 Park University will be responsible for any damage to KCKCC classrooms or any furniture or technology present in the KCKCC classrooms, other than normal wear and tear from standard use.

6.0 Signage.

- 6.1 KCKCC's Obligations:
 - 6.1.1 KCKCC will collaborate with Park to advertise the 2+2 programs to students and help KCKCC faculty members know about those programs.
- 6.2 Park's Obligations:
 - 6.2.1 Park University will have the right to install KCKCC approved signage about the partnership. All Park signage/materials must be approved by KCKCC prior to installation/posting (e.g. on bulletin boards).

7.0 Services.

- 7.1 KCKCC's Obligations:
 - 7.1.1 Park University will collaborate with KCKCC to establish a portal or other web-based access for 2+2 program participants to obtain timely, accurate information.
 - 7.1.2 KCKCC will collaborate with Park to develop and administer student surveys as needed and as mutually agreed upon by both institutions.
 - 7.1.3 In accordance with state and federal law, KCKCC will provide Park academic progress reports (using aggregated data) on 2+2 participants in their first and second years in KCKCC courses, including data degree completion data.

7.2 Park's Obligations:

- 7.2.1 Park University will collaborate with KCKCC to establish a portal or other web-based access for 2+2 program participants to obtain timely, accurate information.
- 7.2.2 With the prior written approval from KCKCC, Park representatives will be permitted to ascertain how the University may better serve students who are considering enrolling in the University.
- 7.2.3 All Park University personnel and students enrolled in Park courses will be required to adhere to KCKCC's rules and regulations as a condition of being on the KCKCC Campus or Teaching Center.
- 7.2.4 In accordance with state and federal law, Park will provide KCKCC academic progress reports (using aggregated data) on 2+2 participants in their third and fourth years in Park courses, including data degree completion data.
- 8.0 Representations and Warranties. Each party represents and warrants to the other party that (i) it has full right, power and authority to execute and perform this Addendum, (ii) the execution and performance of this Addendum do not and will not violate any law, rule, regulation, order, writ, injunction or decree of any court or government, domestic or foreign, or any commission, bureau or administrative agency, or any agreement or instrument by which such party is bound, and (iii) upon its execution, this Addendum will constitute the binding obligation of such party, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies. KCKCC further represents and warrants that it is organized, existing and in good standing under the laws of the State of Kansas that is authorized to perform the duties described in this Agreement. The University further represents and warrants that it is a nonprofit corporation organized, existing and in good standing under the laws of the State of Missouri.
- 9.0 Base Agreement. All terms and provisions of the Base Agreement that are not inconsistent with this Addendum are made a part of this Addendum.

The parties have caused this Addendum to be executed as of the Effective Date

Park University, a Missouri nonprofit corporation	Kansas City Kansas Community College Endowment Association, a Kansas not-for-
By: David M. Fowler Title: Presidet	By: Name: Title:
Date: 6/2/15	Date: 7015