

COLLEGE ARTICULATION AND REVERSE ARTICULATION AGREEMENT

This College Articulation and Reverse Articulation Agreement ("Agreement") by and between the University of Phoenix, Inc. (hereinafter referred to as "UNIVERSITY"), located at: 1625 West Fountainhead Parkway, Tempe, Arizona 85282 and Rancho Santiago Community College District located at 2323 N. Broadway, Santa Ana, California 92706 on behalf of Santa Ana College (hereinafter referred to as "INSTITUTION") having a business at: 1530 West 17th Street, Santa Ana, California 92706 is entered into as of the date of execution by both parties as set forth below.

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions regarding articulation between INSTITUTION and UNIVERSITY;

WHEREAS, this Agreement is intended to assist associate degree students in completing their Associate's Degree from INSTITUTION and to continue their education in a bachelor degree program at the UNIVERSITY; and

WHEREAS, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities.

NOW, THEREFORE, the parties agree as follows:

1. Articulation Process, Features and Benefits

- 1.1 The UNIVERSITY will articulate college-level, degree applicable associate degree courses from INSTITUTION. For the purposes of this agreement college-level, degree applicable associate degree courses are indicative of transferrable, freshman level and above courses, and not indicative of remedial, developmental, professional or other non-transferrable course types.
- 1.2 Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and at least a grade of C or higher to transfer towards Required Course of Study requirements at the UNIVERSITY. Some specialized programs leading to licensure or certification may require a grade greater than a C to transfer towards Required Course of Study requirements at the UNIVERSITY.
- 1.3 Students transferring college-level course credits from INSTITUTION will be subject to all UNIVERSITY admissions requirements. Students transferring from INSTITUTION that meet all program-specific UNIVERSITY admissions requirements and conditions will be accepted into their program of choice.
- 1.4 Students admitted to the UNIVERSITY transferring from the INSTITUTION will have all college-level, degree applicable associate degree courses from the INSTITUTION accepted in transfer. Application of credits towards degree requirements will be subject to the degree program of choice by the student and additional credits may be needed to fulfill the degree program requirements. The UNIVERSITY degree program requirements may be viewed at www.phoenix.edu.

2. Services Provided to INSTITUTION by the UNIVERSITY

- 2.1 The UNIVERSITY shall publish a Course Transfer Guide (CTG) in PDF format which will include course by course transfer categories for courses that are designated as fulfilling a general education category.
- 2.2 UNIVERSITY shall provide a sample Program Transfer Guide (PTG) exemplifying how an associate's degree may transfer to a bachelor's degree offered at UNIVERSITY. The transfer guide can be made available to students, faculty and advisors as INSTITUTION deems fit. The UNIVERSITY will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in University's sole discretion.
- 2.3 A student transferring from INSTITUTION under the terms of this Agreement shall be governed by the graduation requirements set forth in the UNIVERSITY Student Catalog in effect at the time of the student's initial enrollment at the UNIVERSITY; provided, however, that the student maintains continuous enrollment as defined in the Student Catalog.
- 2.4 Subject to FERPA (as defined in Section 6) and applicable laws and regulations, the UNIVERSITY will inform INSTITUTION as to which currently enrolled UNIVERSITY students may be eligible for an Associate degree award at the UNIVERSITY as a result of their enrollment with the UNIVERSITY. The report will only include those students that have opted into this process via a signed Reverse Transfer Consent form. In accordance with applicable laws and regulations, the timing of the report and the transfer of the information will be delivered in a format mutually agreed upon by the INSTITUTION and the UNIVERSITY. The INSTITUTION will be solely responsible for all communications, notifications, and advisements to the students set forth in the reports who are eligible for an Associate degree award. INSTITUTION shall be solely responsible for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the INSTITUTION; provided, however, that any use of the UNIVERSITY's name, image or likeness shall require UNIVERSITY's prior written consent as more fully described in Section 7 below. The UNIVERSITY does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree is at the discretion of the receiving institution. It is the student's responsibility to confirm whether or not credits earned at the UNIVERSITY will be accepted by INSTITUTION or another institution of the student's choice.
- 2.5 Students transferring to UNIVERSITY into an undergraduate bachelor degree program with a previously completed regionally accredited Associate of Arts degree from INSTITUTION will be considered as satisfying their lower division elective and general education requirements making the student Required Course of Study ready at UNIVERSITY. Students utilizing this policy will still need to meet all pre-requisite or state specific content requirements as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education builds including: BSN, LPN-BSN, BSLS, BSED/E, BS/BIO, BA/ENG, BS/EVS, BS/HIS, BSIT.

3. Services Provided to the UNIVERSITY by INSTITUTION

- 3.1 Upon request by UNIVERSITY, INSTITUTION will provide the opportunity for UNIVERSITY representatives to meet with INSTITUTIONS students on an ongoing basis on dates and at times mutually agreed upon.

- 3.2 INSTITUTION will assist the UNIVERSITY in the distribution of updated degree and transfer materials to alumni and current students.

4. Fees

- 4.1 Unless expressly set forth herein, there are no fees for the articulation services provided by UNIVERSITY to INSTITUTION.
- 4.2 Student's articulating into UNIVERSITY are subject to UNIVERSITY'S standard admission and tuition costs and fees.

5. Accreditation

- 5.1 INSTITUTION represents and warrants that it is an associate degree granting institution currently accredited by an approved regional or national accrediting body recognized by the U.S. Department of Education. Institution further represents and warrants that it does not have any adverse actions pending against it that may jeopardize its current accreditation status. INSTITUTION acknowledged and agrees that INSTITUTION shall notify the UNIVERSITY immediately of any adverse changes in its accreditation status or if any adverse action has been taken that would impact INSTITUTION's ability to operate in the state/jurisdiction they are approved to operate in. UNIVERSITY may terminate this Agreement immediately if there is a change in INSTITUTION's accreditation status and/or if INSTITUTION fails to notify the UNIVERSITY of a change in accreditation status.
- 5.2 If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

6. FERPA

Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations

7. Intellectual Property

- 7.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names ("Marks") of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.
- 7.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data,

databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

- 7.3 Any marketing materials provided to the other pursuant to this Agreement and this Section 7, may not be revised, modified or re-formatted in any way without the prior written consent of the other.

8. Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor

9. Terms and Termination of Agreement

- 9.1 This Agreement shall be effective as of the date the agreement is fully executed by both party's below and shall remain in effect for five (5) years or until terminated.
- 9.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.
- 9.3 This Agreement may be terminated as provided for in Section 5.2.
- 9.4 In the event this Agreement is terminated, INSTITUTION and shall permit the University to continue to allow INSTITUTION's name and the CTG and/or the PTG to be published by UNIVERSITY for as long as the CTG and/or PTG are applicable to any current or future students' transfer of credit.

10. Notice

Each party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

If to UNIVERSITY
University of Phoenix
Attn: College Articulation Department
1625 West Fountainhead Parkway
Tempe, AZ 85282
Mail Stop: CF-L401

If to INSTITUTION
Santa Ana College
Attn: Nursing Program Director
1530 West 17th Street
Santa Ana, California 92706

With a copy to:

University of Phoenix
Attn: Apollo Legal Services
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-K612

11. Miscellaneous Provisions

- 11.1 This Agreement may be executed electronically. Said electronic copy shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- 11.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 11.4 This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
- 11.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- 11.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.
- 11.7 This Agreement is for the benefit of UNVIVERSITY and INSTITUTION only and not for the benefit of any third party.

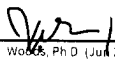
12. Indemnification.

The INSTITUTION shall defend, indemnify and hold UNIVERSITY harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or

intentional acts or omissions of the INSTITUTION, its officers, agents, employees, Students, or District Instructors (if applicable).

UNIVERSITY shall defend, indemnify and hold the Institution harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.

UNIVERSITY OF PHOENIX, INC.




John T. Woods, Ph.D.

Provist

Jun 21, 2019

Date

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**



Peter J. Hardash

Vice Chancellor, Fiscal Services/Business Operations

6/18/19

Date

Community College Education Service Agreement

This Community College Education Service Agreement (the "Agreement") is entered into as of the date both parties have signed ("Effective Date") by and between Rancho Santiago Community College District, located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College ("School") with its principal place of business located at 1530 West 17th Street, Santa Ana, CA 92706 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University").

1. Tuition Rate:

- 1.1 The University will offer Eligible Students (defined as either Associate degree graduates of School enrolled in a Community College Cohort or Associate Degree of Nursing students from School enrolled in a CEP Cohort) the Tuition Rate set forth in the applicable Statement of Work. The Tuition Rate shall not be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.
- 1.2 The University will waive the first two resource fees (books and materials fee) per each calendar year for Community College Cohort students as set forth in section 3 below until their program completion.
- 1.3 Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment with the University.

2. Concurrent Enrollment Cohort:

- 2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate's Degree of Nursing program ("ADN Program") from School (referred to as a "CEP Cohort") after the Effective Date of this Agreement to enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work ("SOW"). Each Cohort shall have its own SOW issued by the University setting forth the above terms including and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.
- 2.2 Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.
3. **Community College Cohort:** During the term of this Agreement, School may provide scheduled groups of graduates (hereinafter referred to as a "Community College Cohort(s)") that will commence a designated degree program ("Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates of the Program for specific Community College Cohorts on an applicable SOW. Each Community College Cohort will have a separate SOW issued by the University and does not require any further action by the parties and will be incorporated into this Agreement.
4. **Cooperation:** School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by School.
 - a. Virtual and/or face-to-face information meetings at School site;
 - b. Virtual and/or face-to-face enrollment sessions at School site; and
 - c. Table displays in School's common student areas.
5. **Cohort Options:** The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

"Closed Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Open Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. Other University students who are may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Collaborative Cohort"- A collaborative cohort shall be defined as a cohort made up of School's Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The

University, at its discretion, will organize and facilitate collaborative cohort groups between two or more University clients. The University shall have no obligation to offer any collaborative cohort unless the minimum number of students for enrollment as set forth herein this Agreement has been confirmed. All students in the collaborative cohort will attend the same classes in the same course sequence in the same modality.

6. **Articulation:** Any course articulation shall be mutually agreed upon in a separate agreement.

7. **Marketing:**

7.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names ("Marks") of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.

7.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

7.3 Any marketing materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

7.4 The University will provide information to School to assist prospective students as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study.

8. **Term and Termination:**

8.1 This Agreement shall remain in effect for five (5) years or until terminated. Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, the effected party may immediately terminate this Agreement upon written notice to the other.

8.2 If, for any reason, this Agreement is terminated, students may complete their Program at another location or online depending upon location, availability, class size and modality. Not all University programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at another location other than what is set forth in an applicable SOW will be the responsibility of the student.

9. **FERPA:** Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

10. **Admissions Evaluation:** All students are subject to the University's admission policies and all other policies and procedures as set forth in the University's Student Handbook. The University will evaluate applications for admission in accordance with its usual standards for admissions.

11. **Provision of Educational and Administrative Services:** Notwithstanding any other provision of this Agreement, the University's relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are School's employees or otherwise, shall be governed pursuant to the terms of the University's policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog.

12. **Notice.** Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically confirmed facsimile or email followed by written confirmation sent by mail to the address provided for below. The notice address for each party is in the opening paragraph and email and/or facsimile addresses are provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.

UNIVERSITY

Name: Raghu Krishnaiah, Chief Operating Officer
Email address: salesoperations@phoenix.edu
Facsimile: NA

School

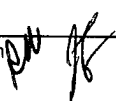
Name: Santa Ana College
Email address: nursing2@sac.edu
Facsimile: 714-564-6344

13. **General Provisions:** This Agreement does not create any rights, title, or interest for any person or entity other than School or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties' obligations.
14. **Indemnification.**
The Institution shall defend, indemnify and hold University harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Institution, its officers, agents, employees, Students, or District Instructors (if applicable).

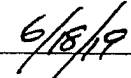
University shall defend, indemnify and hold the Institution harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
15. **Entire Agreement:** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications related to the subject matter.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

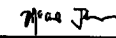
Signature 

Peter J. Hardash 

Vice Chancellor, Business Operations/Fiscal Services
Title

Date 

UNIVERSITY OF PHOENIX, INC.


McCeil Johnson (Jun 21, 2019)

Signature

McCeil Johnson
Printed Name

Sr. Director of Accred. and Reg. Compliance

Title

Jun 21, 2019

Date

COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

Santa Ana College Statement of Work #1

Concurrent Enrollment Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated _____ by Rancho Santiago Community College District on behalf of Santa Ana College ("School") and University of Phoenix, Inc. ("University") (hereinafter Agreement") is entered into on _____ ("Issue Date") and incorporates the Agreement herein by this reference.

Program: *Bachelor of Science in Nursing*

Modality: Online

Projected Start Date: June, 2019

Projected End Date: January, 2022

Type of Cohort: Collaborative Cohort

Premises: All courses will be taught online

Tuition Rate: \$350 per credit hour.

Addendum 1 to Exhibit A for School Site Cohorts

These additional terms and conditions shall apply to all Cohorts held on School Premises provided to School pursuant to the Community College Education Service Agreement #CrNumber ("the Agreement") by and between School and University. Any capitalized terms not defined herein shall have the same meaning as in the Agreement.

1. **Approved Site Status:** The University will seek required site approval of the School Premises from the Department of Education, State, and the Higher Learning Commission. Upon approval, the University will offer the Cohort as set forth in the Agreement.
2. **Premises:** School will provide a classroom with adequate and accessible space to be located at the Premises set forth in the SOW in order for the University to provide the courses to School's employees enrolled in a Cohort for the duration of the Agreement.
3. **Premises Requirements:** School agrees that the Premises and the classrooms shall: (a) be adequate for fifteen (15) to twenty-five (25) students; (b) be climate controlled with proper air conditioning, heating and venting; (c) have trash receptacles, be clean and presentable; (d) have tables and chairs; and (e) must be ADA compliant. Restroom facilities and nearby open parking are additionally required.
4. **Technical Support and Audio-Visual Equipment:** School will provide the technical support and audio-visual equipment for the School Premises:
 - Wireless Internet connection (for student and faculty use)
 - Fax machine that can be accessed until end of class time and that is capable to fax long distance to 480 or 602 area code in Phoenix.
 - Laptop or Tower computer with internet
 - LCD projector
 - Speakers attached to the LCD
 - DVD unit attached to LCD projector
 - Whiteboard with working markers and functional eraser
 - Easel with paper pad for presentation in class
 - Power connection for students' laptops
5. **Classroom Sessions:** It is the responsibility of students to remain in class during instructional sessions and not excuse themselves to perform other duties as employees of the School. The School shall make it mandatory for its employees enrolled in the Cohort to adhere to classroom participation.
6. **Facility/Hospital Contact:** Upon execution of the Agreement, School will provide house supervisor contact information and an evening facilities contact for any needed assistance.
7. **Safety of Premises:** School agrees that the Premises, restrooms, and parking facilities shall be safe and secure. School shall provide reasonable security for the Premises. The University shall not be responsible for any theft, damage and/or vandalism to the Premises, restrooms, parking area, equipment (including any audio-visual equipment provided by School), or to any student/employee personal property.
8. **Substitute/Cancellation of Premises:** If for some reason the Premises are not available pursuant to the Agreement due to either cancellation or substitution of classroom space, School agrees to provide at least five (5) days' notice in advance of such change so that the University can inform the students and further agrees to provide an alternative classroom location that is equipped with the Premises Requirements as set forth in Paragraph 3 above. Failure to provide a substitute classroom shall be a breach of the Agreement. If the Premises is not available for two (2) consecutive classes then the University shall have the right to terminate the Agreement upon five (5) days' notice.
9. **Termination at School Premises:** With respect to Cohort students, notwithstanding the above, the parties agree that unless mutually agreed upon otherwise, University may complete the current course at the Premises. For the purposes of this Agreement, "current courses" are courses that have met for at least two sessions and for which grades or academic unit(s) have not been applied to individual employees' student records. Completion of courses is the provision of all scheduled class sessions and the assignment of individual students' grades and recording of individual students' academic units.
10. **Class Scheduling at School Premises:** A University representative will work with School to determine a course schedule (night of week and program start date) that meets the needs of School's employees enrolled. Once a course schedule is established (i.e. Monday night classes beginning 00/00/00 from 6:00 to 10:00 p.m.) both parties agree to maintain a consistent schedule to enable students to balance family life between work and school thus facilitating student success. Any temporary change(s) in course schedule, such as a weeknight change due to a holiday, must meet University policy standards within the same week, be agreed upon by all School's employees enrolled in the course, and documented with a change of schedule form approved by the University Director of Academic Affairs.
11. **Indemnification:** School agrees to defend, indemnify and hold harmless University, its affiliates and related entities, and their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns ("University Indemnified Parties"), from and against any and all suits, claims, actions, causes of actions, liabilities, losses, damage to property or for injury to or death of any person, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees, and other expenses of litigation) asserted by a third party against the University Indemnified Parties arising out of or from, or alleged to have arisen from School's negligent acts or omissions regarding the Premises. University shall defend, indemnify and hold the Institution harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.