



## ACADEMIC COOPERATION AGREEMENT

This Academic Cooperation Agreement ("Base Agreement") is entered into by Park University ("Park"), a Missouri nonprofit corporation and State Fair Community College (SFCC), a Missouri Community College. Hereinafter these schools will be referred to as the "Parties."

### RECITALS

- A. The Parties desire to establish programs and relationships that will benefit their respective students, including a Dual Admission Process, a Reverse Transfer process, 2+2 and 2+2+1 Partnership 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

- 1.0 **Effective Date.** The Effective Date of this Base Agreement is the date it is signed on behalf of the second party to sign.
- 2.0 **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.
- 3.0 **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.
- 4.0 **SFCC Services.** The nature of the services to be provided by SFCC 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.
- 5.0 **Termination.** This agreement will be effective on the signing date of the last party to sign it. The Agreement will continue in effect through October 30, 2019 ("Termination Date"), unless

terminated sooner by agreement of the Parties or pursuant to the terms of this Agreement.

5.1 This Base Agreement and all Amendments will automatically terminate at the end of the Termination Date.

5.2 Either Party may terminate this Base Agreement at any time upon no less than ninety (90) days notice to the other Party, which notice shall be given pursuant to Section 15 of this Agreement.

5.3 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.

6.0 **Renewal.** This Base Agreement will be renewed if the Parties so decide after negotiations.

7.0 **Applicable Law and Venue.** This Base Agreement, and its Amendments, shall be construed in accordance with the laws of Missouri. Any litigation regarding this Base Agreement will take place in the Circuit Court of Platte County, Missouri.

8.0 **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.

9.0 **Consideration.** Each Addendum will describe any compensation and other consideration that the Parties will receive for services rendered pursuant to such Addendum.

10.0 **Accounting.** Each Addendum will describe how each Party will account for any services it renders and consideration paid or received pursuant to such Addendum.

11.0 **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 SFCC 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 SFCC.

12.0 **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. 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. 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 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. 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, except pursuant to valid law or the directives of a court, and except that each party may divulge 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 subject to protecting the confidentiality of this information consistent with this clause.

13.0 **Indemnification.** 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.

14.0 **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.

15.0 **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:

15.1 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

15.2 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: Park University  
Attn: William F. (Bill) Lawson  
Director, Strategic Initiatives  
8700 NW River Park Drive  
Parkville, MO 64152  
Telephone: 816 584-6204

Mobile: 913 488-4549  
Facsimile Number: 816-746-6423  
Email Address: [blawson@park.edu](mailto: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: 816-741-5812  
Email Address: [Courtney.goddard@park.edu](mailto:Courtney.goddard@park.edu)

If to SFCC: State Fair Community College District  
Attn: James Cunningham  
Dean of Academic Affairs  
State Fair Community College  
3201 W. 16<sup>th</sup> Street  
Sedalia, Missouri 65301  
Telephone: 660-596-7208  
Email Address: [jcunningham@sfccmo.edu](mailto:jcunningham@sfccmo.edu)

- 16.0 **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.
- 17.0 **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.
- 18.0 **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.
- 19.0 **Amendments.** No Amendment to this Base Agreement will be effective unless in writing and signed by authorized representatives of Park and SFCC.
- 20.0 **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.


- 21.0 **Assignment.** Neither Park nor SFCC 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.
- 22.0 **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.
- 23.0 **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 SFCC, or Park.
- 24.0 **Facsimile Signature.** Any Amendment to this Base Agreement may be executed by facsimile signature, which shall be deemed an original signature.
- 25.0 **Representations and Warranties.**
- 25.1 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.
- 25.2 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.

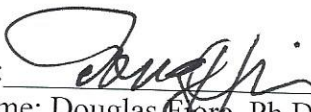
IN WITNESS WHEREOF, the Parties for themselves, their successors and assigns, have caused this Base Agreement or its Amendments to be executed on this \_\_\_\_ day of December, 2016.

**Park University**

**State Fair Community College District**

By:   
Name: Greg Gunderson, Ph.D.  
Title: President

By:   
Name: Joanna Anderson, Ed.D.  
Title: President

By:   
Name: Douglas Fiore, Ph.D.  
Title: Provost and VP Academic Affairs

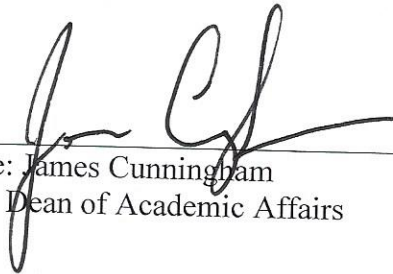
By:   
Name: James Cunningham  
Title: Dean of Academic Affairs

EXHIBIT A  
to  
ACADEMIC COOPERATION AGREEMENT  
DEFINED TERMS

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 Partnership Agreement"** means an agreement between the Parties pursuant to which Park agrees that, with regard to any specific Park Program, Park will accept specific courses completed by a student at another institution for which Park has a partnership, 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.

**"SFCC"** means State Fair Community College District, a political subdivision of the State of Missouri, doing business as State Fair Community College.

**"Academic Term"** means either an eight or sixteen week length of time during which a Park academic course is taught pursuant to this Agreement or another length of time during which a Park 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

**"Articulation Agreements"** means to specify a specific program of study between two institutions which optimize student progress toward a degree. All courses taken as part of a specific articulation agreement will transfer from one institution to the other as meeting specific degree requirements.

**"Base Agreement"** means the Academic Cooperation Agreement between Park and SFCC 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.

**"Dual Admissions Addendum"** means an agreement which sets forth the terms between two institutions in which a student of one institution is admitted to Park, while continuing as a student of the first institution.

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

**"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 for which academic credit will be granted by Park, including independent study courses.

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

**"Park Student"** means any student enrolled at Park, including but not limited to Participants in any Cooperative Program for which the Park Student receives Park 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 or SFCC Program.

**"Parties"** means Park and SFCC.

**"Party"** means Park or SFCC.

**"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.

**"Reverse Transfer Process"** offers seamless associate degree completion by allowing



students to use credit earned at two and four year higher education institutions to qualify for an associate degree. Students who have completed at least 25% of their college credit courses (15 credit hours) at a qualifying two-year college and transferred to a four-year college or university in Missouri can transfer credit back to the two-year college to earn an associate degree.

**2+2 PARTNERSHIP AGREEMENT ADDENDUM  
to ACADEMIC COOPERATION AGREEMENT**

This 2+2 Partnership Agreement Addendum ("Addendum") is entered into by Park University ("Park"), a Missouri nonprofit corporation and State Fair Community College (SFCC), effective the date ("Effective Date") it is executed on behalf of the last party to cause this Agreement to be signed.

**RECITALS**

- A. Park 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. SFCC is accredited by the Higher Learning Commission to award associate degrees and certificates.
- C. The Parties wish to create a systematic conversion of current and future Articulation Agreements to updated Articulation Advising Guides using a format agreed upon by both Parties.
- D. SFCC's Dean of Academic Affairs will collaborate with associate vice presidents, deans, department chairs and faculty members to ensure that SFCC's curriculum is accurately and clearly presented as Articulation Advising Guides together with Park.
- E. Park's Provost and 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 SFCC.

**AGREEMENT**

The Parties agree as follows:

- 1.0 The Parties will work together to develop a mechanism for updating current Articulation Agreements and conversion of current and future Articulation Agreements to updated Articulation Advising Guides using a format agreed upon by SFCC and Park.
  - 1.1 **SFCC's Obligations:**
    - 1.1.1 SFCC's Dean of Academic Affairs will collaborate with SFCC vice presidents, deans, division chairs and faculty members to ensure that SFCC's curriculum is accurately and clearly presented as Articulation Advising Guides together with Park.
  - 1.2 **Park's Obligations:**

- 1.2.1 Park's Provost and Vice President for Academic Affairs, Associate Vice President for Academic Affairs, and Registrar will collaborate with Park deans, department chairs and faculty members to ensure that Park's curriculum is accurately and clearly presented as Articulation Advising Guides together with SFCC.
  - 1.2.2 A maximum of 75 transferable college credits hours will be accepted from SFCC to be applied to the appropriate Park bachelor degree.
- 2.0 **2+2 and 2+2+1 Programs.**
- 2.1 **2+2 Programs.** Academic degree programs in areas of mutual agreement between SFCC and Park include the following:
    - 2.1.1 Business Administration
    - 2.1.2 Criminal Justice
    - 2.1.3 Social Psychology
    - 2.1.4 Accounting
    - 2.1.5 Healthcare Administration
  - 2.2 **2+2+1 Programs.** Possible 2+2+1 Programs include the following:
    - 2.2.1 Business Administration
    - 2.2.2 Healthcare Administration
  - 2.3 **SFCC's Obligations:**
    - 2.3.1 SFCC's Dean of Academic Affairs will collaborate with SFCC deans, division chairs and faculty members to ensure that Park's curriculum is accurately and clearly articulated with SFCC'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.
    - 2.3.2 SFCC's administration will collaborate within SFCC to ensure that the following administrative processes are in place to support the 2+2 Programs:
      - 2.3.2.1 A Dual Admission process for 2+2 applicants
      - 2.3.2.2 A Reverse Transfer process (see below).
      - 2.3.2.3 Appropriate space on the SFCC campus(es) where a visiting Park staff member can meet with Dual Partnership participants to assist them and meet with other students interested in the 2+2 Programs (The Park visitor would be a Dual Partnership advisor, admissions counselor, or financial aid advisor). The meeting space might be a conference room or temporary office.
  - 2.4 **Park's Obligations:**

- 2.4.1 Park's Provost and Vice President for Academic Affairs, Associate Vice President for Academic Affairs, and Registrar will collaborate with Park deans, department chairs and faculty members to ensure that Park's curriculum is accurately and clearly articulated with SFCC'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.
- 2.4.2 Park's administration will collaborate within the Park system to ensure that the following administrative processes are in place to support the 2+2 Programs:
  - 2.4.2.1 Dual Admission process for 2+2 applicants (with the Park application fee waived).
  - 2.4.2.2 A Reverse Transfer Process (see below).
  - 2.4.2.3 2+2 Program Advisor (part time) visiting the SFCC campuses.
- 2.4.3 Park University will offer five (5) \$2,000 scholarships on a competitive basis to participants in 2+2 programs. 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 Transfer Process**

#### 3.1 **SFCC's Obligations:**

- 3.1.1 SFCC has a process for reviewing academic credit earned at Park by current or former students for the purpose of possibly granting academic credit and/or fulfillment of SFCC academic requirements or associate degree completion.

#### 3.2 **Park's Obligations:**

- 3.2.1 Park will communicate to all 2+2 program participants and all SFCC transfer students why reverse transfer is important and explain how students can apply for reverse transfer of Park academic credit. Park's Registrar will follow industry standards for transcription of academic records to the SFCC Registrar for that institution's consideration of granting credit.

- 3.3 Reverse Transfer can be automated if students sign a Family Educational Rights and Privacy Act ("FERPA") consent agreement for the 2+2 program.

### 4.0 **Joint communication and advertising regarding the SFCC and Park Partnership and the 2+2 Programs.**

#### 4.1 **SFCC's Obligations:**

- 4.1.1 SFCC will collaborate with Park on all communications and advertising about the SFCC and Park partnership, including any aspect of the partnership.
- 4.1.2 SFCC will collaborate with Park to establish links on the two institution's websites for students to obtain timely, accurate information about the 2+2 Programs.

4.2 **Park's Obligations:**

- 4.2.1 Park will collaborate with SFCC on all communications and advertising about the SFCC and Park partnership, including any aspect of the partnership.
- 4.2.2 Park will collaborate with SFCC to establish links on the two institution's websites for students to obtain timely, accurate information about the Programs.

5.0 **Signage.**

- 5.1 **SFCC's Obligations.** SFCC will collaborate with Park to jointly advertise the 2+2 Programs to students and also help SFCC faculty members know about those programs.
- 5.2 **Park's Obligations.** Park may install appropriate signage/notices about the 2+2 Programs as mutually agreed upon by SFCC. All Park signage/notices must be approved by SFCC prior to installation/posting (e.g. on bulletin boards).

6.0 **Services.**

- 6.1 **SFCC's Obligations.** SFCC will provide SFCC student services to students primarily enrolled in SFCC classes.
- 6.2 **Park's Obligations.**
  - 6.2.1 Park will provide Park student services to students primarily enrolled in Park classes.
  - 6.2.2 All Park personnel and students enrolled in Park courses will be required to adhere to SFCC's rules and regulations as a condition of being on the SFCC Campus.

7.0 **Determination of Student Needs.**


- 7.1 **SFCC's Obligations.** SFCC will continue to collaborate with Park in determining which 2+2 Programs are most needed for students (e.g. jointly administering student surveys).

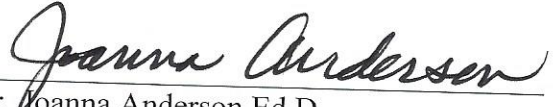
- 7.2 **Park's Obligations.** Park will continue to collaborate with SFCC in determining which 2+2 Programs are most needed for students (e.g. jointly administering student surveys).
- 8.0 **Representations and Warranties.** Each party represents and warrants to the other party that (i) it has full right, 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. Park 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**


**State Fair Community College District**

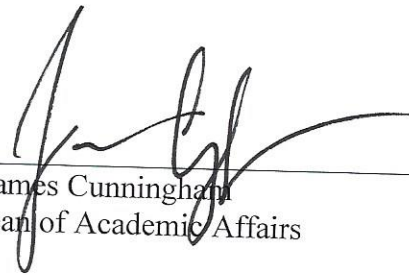
By:   
Name: Greg Gunderson, Ph.D.  
Title: President

By:   
Name: Joanna Anderson Ed.D.  
Title: President

Date: 3 Mar 2017

Date: \_\_\_\_\_

By:   
Name: Douglas Fiore, Ph.D.  
Title: Provost and VP Academic Affairs

By:   
Name: James Cunningham  
Title: Dean of Academic Affairs