

Northcentral University
Carl Albert State College

MEMORANDUM OF AGREEMENT

AGREEMENT this 27 day of July, 2016, by and between Northcentral University (Northcentral), located at 2488 Historic Decatur Rd, Suite 100, San Diego, CA 92106 and Carl Albert State College, 1507 S McKenna St, Poteau, OK 74953

WHEREAS, Northcentral offers degree programs online at the bachelor's, master's and the doctoral level; and

WHEREAS, Carl Albert State College offers degree programs at the associate degree level; and

WHEREAS, both parties desire to facilitate the enrollment of Carl Albert State College faculty, employees and graduates at Northcentral as outlined in Paragraph 1 below; and

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. Both parties acknowledge and agree that providing access to quality degree programs for students by using innovative methods and advanced forms of delivery is a hallmark of their educational programs. Through this agreement, they seek to serve Carl Albert State College faculty, other employees, students and graduates whose lives and careers can be enriched by the pursuit of Northcentral degrees or certificates that are not available at Carl Albert State College. The parties will collaborate and cooperate to achieve these purposes.
2. Northcentral represents that it is regionally accredited by the Western Association of Schools and Colleges Senior College and University Commission (WSCUC, also known as WASC) accreditor recognized by the U.S. Department of Education, and that it is authorized to award the degrees it offers. Applicants to the graduate programs are not required to submit results of an entrance examination such as the Graduate Management Admissions Test (GMAT) or the Graduate Record Examination (GRE). The programs do not require an on-site residency in order to graduate.
3. Northcentral programs in Business and Technology Management, Education, Psychology, and Marriage and Family Sciences are all online, feature applied experiential learning and benefit from one-to-one mentoring of students by faculty. Courses are offered in 8-week or 12-week formats with frequent starts throughout the year. The doctoral degree programs support learning with a Dissertation Research Center, Online Writing Center, tracking of dissertation milestones, extensive library and learning resources, interactive webinars and e-portfolios for students. Northcentral faculty hold appropriate terminal degrees in their fields.

4. Carl Albert State College faculty and other employees shall be entitled to enroll in Northcentral's degree programs for programs that are not available at Carl Albert State College. Carl Albert State College applicants may apply online through Northcentral's dedicated website and may use a dedicated toll-free telephone number.
5. Carl Albert State College applicants must meet Northcentral program and admission standards. While enrolled, they must comply with all academic and other policies of Northcentral. This includes completion of 60 general education semester credit hours or more with a "C" or better. Coursework that is considered non-remedial will not be accepted. Trimester or quarter credit hours will be converted to semester credit hours and need to meet the minimum of 60 semester credit hours. Please see attached addendum for general education requirements.
6. Carl Albert State College must verify the Carl Albert State College relationship of its applicants prior to enrollment in a Northcentral program. Both parties will cooperate to establish an efficient and accurate system of verification.
7. All applicants must apply online through Northcentral's web portal and meet other enrollment requirements.
8. Northcentral will award newly enrolled Carl Albert State College faculty a scholarship of 10% off the published tuition rates for the entire degree program with equal portions of the scholarship applied to each course in the program. Students and adjunct faculty will receive a 10% scholarship off the published tuition rates for the entire degree program with equal portions of the scholarship applied to each course in the program. Students will receive the scholarship so long as they are continuously enrolled at Northcentral.
9. In order to inform Carl Albert State College faculty and other employees about Northcentral programs, Northcentral will maintain a web page dedicated to them and will provide access to the university catalog and other information. Each party will disseminate promotional materials prepared by the other party or approved by it for its programs.
10. The parties will share data and information for the purpose of maintaining and improving this agreement, but personally identifiable information about students will not be shared.
11. Each party shall remain solely responsible for the students enrolled in its programs.
12. This agreement shall be binding on the parties only, and nothing in it is intended to or shall inure to the benefit of any third party.
13. Each party shall continue to be the owner of its names, trademarks and logos, and no rights to them are granted to the other party except as expressly set forth in this agreement. During the term of this agreement, each party grants to the other party a nonexclusive license to use its names, trademarks and logos solely for the purpose of promoting the opportunity for Carl Albert State College faculty, other employees, students and graduates to enroll in Carl Albert State College programs. All promotional

materials in any format must be approved in writing in advance by the party owning the names, trademarks and logos.

14. The term of this agreement shall be one year, and it shall renew automatically unless a party gives 30 days' notice in writing of the intention to terminate. Termination shall not affect the status of students who have enrolled pursuant to this agreement, and Northcentral shall permit Carl Albert State College applicants who have applied prior to termination to enroll pursuant to this agreement up to 90 days after the termination.
15. The primary administrators of this agreement shall be the following; provided, however, that either party may change the primary administrator by a notice in writing:

for Carl Albert State College

Jason Morrison
Vice President for Academic Affairs
918-647-1230
jlmorrison@carlalbert.edu

for Northcentral

Heather Millward
Strategic Partnership Manager
480-253-3512
hmillward@ncu.edu

16. Notices pursuant to this agreement shall be in writing and may be delivered by email or regular mail, which is effective five days after deposit into United States mail with adequate postage. Notices shall be given as follows or as either party may designate in writing:

for Carl Albert State College

Jay Falkner
President
1507 S. McKenna
Poteau, OK 74953
918-647-1210
jfalkner@carlalbert.edu

with a copy to

Jason Morrison
Vice President for Academic Affairs
918-647-1230
jlmorrison@carlalbert.edu

for Northcentral

George Burnett
President and Chief Executive Officer
8667 E. Hartford Drive Suite 100
Scottsdale, AZ 85255
480-253-3555
gburnett@ncu.edu

with a copy to

Greg Pollack
Senior Director of Marketing Communications
& Strategic Partnerships
8667 E. Hartford Drive Suite 100
Scottsdale, AZ 85255
480-458-2300
gpollack@ncu.edu

17. Neither party shall assign this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
18. The provisions in this agreement are severable, and a legal determination that any provision is invalid or unenforceable shall not affect the validity and enforceability of the remaining provisions.
19. This is the entire agreement of the parties with respect to its subject matter, and it supersedes all prior agreements, representations and communications. It may be amended only by a writing signed by both parties.
20. Nothing in this agreement shall be deemed to create a joint venture, partnership or any other relationship of the parties except as independent contractors.
21. No waiver of a provision of this agreement shall be effective unless in writing and signed by the party to be charged.
22. This agreement shall be construed in accordance with the laws of Oklahoma without giving effect to choice of law provisions. Venue for any dispute shall be in the state or federal courts in Oklahoma City. This agreement shall not be construed against either party, and no presumption shall be made on the basis of drafting the agreement or any of its provisions.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their authorized representatives on the date and year first written above.

Carl Albert State College

Northcentral University