



This Articulation Agreement ("Agreement") is effective as of August 10, 2012 (the "Effective Date") by and between Metropolitan Community College, a political subdivision of the state of Missouri, located at 3200 Broadway, Kansas City, Missouri, 64111-2429, hereinafter "Metropolitan Community College" and by Grantham University, Inc., a Missouri corporation, located at 7200 NW 86<sup>th</sup> Street, Kansas City, Missouri, 64153, hereinafter "Grantham University".

1

**PURPOSE**

The Agreement has as its sole purpose the establishment of a relationship of mutual benefit between Metropolitan Community College and Grantham University in order to make online courses and online bachelor and graduate degree programs available to faculty, staff and graduates of Metropolitan Community College.

**A. DESCRIPTION OF THE RELATIONSHIP**

1. Grantham University will award semester hour transfer credit for approved Metropolitan Community College courses into Grantham University degree programs in accordance with the course-by-course articulation matrix attached to this Agreement as Appendix 1.
  
2. Additionally included in this Agreement between Metropolitan Community College and Grantham University are specific degree-to-degree agreements, also known as 2+2 Bachelor completion, based on the 2012-2013 Metropolitan Community College catalog, allowing Metropolitan Community College graduates to be awarded specific credit hours into a Grantham University program of study. Specific degree program agreements between Grantham University Bachelor Degree programs and Metropolitan Community College Associate Degree programs are outlined in the table below.

<b>Metropolitan Community College Associate Degree Program</b>	<b>To</b>	<b>Grantham University Bachelor Degree Program</b>
Associate in Arts		BS Multidisciplinary Studies
Associate in Arts Criminal Justice		BA Criminal Justice
Associate in Arts Business		BS Business Administration
		BS Business Management
		BS Human Resource Management
Associate in Engineering		BS Electronic Engineering Technology
Associate of Applied Science Nursing		RN to BSN*

\*Students must have their RN license first. Nursing students must have at least a 2.5 GPA on a 4.0 scale or permission from the Dean of Nursing.

3. Students from Metropolitan Community College desiring to graduate from one of the above listed Grantham University degree programs must graduate from Metropolitan Community College with an Associate in Arts, Associate in Arts Criminal Justice, Associate in Arts Business, Associate in Engineering, or Associate in Applied Science Nursing degree\*, and have an overall GPA of at least 2.0 on a 4.0 scale, as calculated by Metropolitan Community College.
  4. The Associate Degree programs at Metropolitan Community College must require at least 60 semester credit hours for graduation. The general education core must include study in the areas of English composition, humanities and fine arts, natural sciences and mathematics, and social and behavioral sciences. Students completing the Associate in Arts Criminal Justice and the Associate in Arts Business degrees must complete a Writing Intensive course, AND either a Human Diversity course or Learning Community course as part of the degree requirements.
  5. Students must complete at least 25% of the required credit hours in the enrolled degree program at Grantham University to earn the bachelor degree.
  6. Students from Metropolitan Community College must meet all other admission and transfer criteria documented in the then-current Grantham University catalog.
- B. ADDITIONAL BENEFITS PROVIDED BY GRANTHAM UNIVESITY
1. Grantham University will provide an Alliance Manager as the primary contact for Metropolitan Community College in order to facilitate the exchange of benefits contemplated by this Agreement.
  2. Eligible Metropolitan Community College faculty, staff (i.e., all personnel currently employed by Metropolitan Community College and remain currently employed by Metropolitan Community College) and graduates (identified by the Alliance Manager for the Metropolitan Community College) will receive a discounted tuition rate of \$250/hour for undergraduate coursework and \$320/hour for graduate work at Grantham University. The discounted tuition rate is not retroactive.
  3. In addition, Grantham University will extend a \$500 tuition grant to all Metropolitan Community College faculty and staff that enroll within the first six (6) months after the Effective Date. The \$500 tuition grant is only available when a specific launch communication is directly sent to all Metropolitan Community College faculty and staff announcing the relationship. The grant will be paid out over the first two consecutive quarters of enrollment in equal \$250 disbursements.

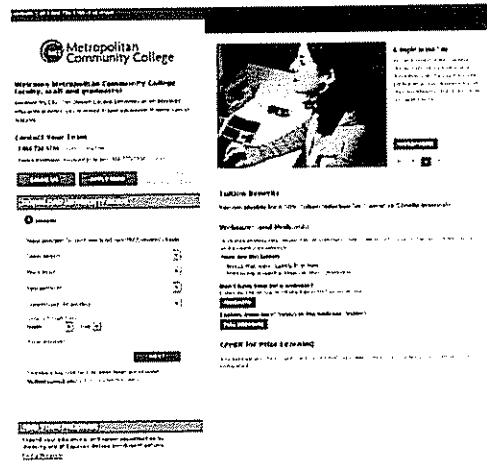
\*Students must have their RN license first Nursing students must have at least a 2.5 GPA on a 4.0 scale or permission from the Dean of Nursing

4. Grantham University extends benefits and resources to our U.S. Armed Forces students including:

- a. Maximum tuition discounts,
- b. Credit for military training,
- c. Post 9/11 GI Bill and Yellow Ribbon program,
- d. Dedicated military support team, and
- e. Flexible military leave policy.

5. Grantham University will provide a welcome page specifically for Metropolitan Community College faculty, staff and graduates on the Grantham University Web site ([www.GranthamUniversity.edu/mccckc](http://www.GranthamUniversity.edu/mccckc)).

6. Grantham University will list Metropolitan Community College on an internal site utilized by Grantham University students and/or on the main Grantham University Web site and maintain a link that will direct students to the Metropolitan Community College's Web site.



7. Grantham University will provide marketing assistance, Co-branded Materials (as defined below), and other information to Metropolitan Community College to support its efforts in promoting continuing education.

8. Grantham University will provide a dedicated *Marketing* point of contact to Metropolitan Community College.

9. Grantham University will provide Metropolitan Community College updated degree and transfer materials for students and graduates. Annual review of the foregoing will be conducted in accordance with paragraph G(4).

10. Grantham University will be invited to participate in Metropolitan Community College transfer fairs, graduate events and faculty/staff development opportunities, including training opportunities for student advisors. Whenever possible Grantham University representatives will attend such events.

11. Grantham University will share information regarding the aggregate number of enrollments and courses taken by Metropolitan Community College faculty, staff and graduates on an annual basis.

12. When permissible Metropolitan Community College will be invited to various networking events hosted by Grantham University and Grantham University will be invited to various networking events hosted by Metropolitan Community College and attended by local Higher Education Alliance Program participants.
13. Grantham University will provide access to online faculty development opportunities for faculty of Metropolitan Community College, such as webinars about current trends in education.
14. Grantham University may have faculty members available for on-site or web-based presentations on topical issues that are relevant to professionals in the education industry. Faculty participation is subject to availability.
15. Grantham University will provide access to its online Career Services to graduates of Metropolitan Community College.

C. METROPOLITAN COMMUNITY COLLEGE PARTICIPATION GUIDELINES

1. Metropolitan Community College will assign a primary point of contact to work with the Grantham University Alliance Manager in order to effectively implement participation benefits to faculty, staff and graduates.
2. Metropolitan Community College will work with Grantham University to develop effective ways to share the benefits of this Agreement with faculty, staff and graduates.
  - a. Metropolitan Community College will update its transfer web page and include a link to the Grantham University Welcome Page ([www.GranthamUniversity.edu/mcckc](http://www.GranthamUniversity.edu/mcckc)).
  - b. If permissible, Metropolitan Community College will provide Grantham University with a graduate list for communicating about the opportunities available through this Agreement.
  - c. Metropolitan Community College will facilitate access to student advisors for presentations on benefits of Grantham University to Metropolitan Community College graduates.
3. Metropolitan Community College will distribute and/or make available updated degree and transfer information from Grantham University to its students via Metropolitan Community College's transfer or career center.
4. Metropolitan Community College will provide a link to its job postings to be linked to Grantham University's career center site, Grantham University Pathways.

D. GUIDING PRINCIPLES FOR BOTH PARTICIPATING INSTITUTIONS

1. Each party shall comply with all federal, state or local constitutions, laws, statutes, ordinances, codes, regulations or rules, enacted, adopted or promulgated by a governmental authority that is binding upon or applicable to the party, and any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any governmental authority or by any arbitrator that is binding upon or applicable to the party, unless expressly specified otherwise ("Applicable Laws") in the performance of its obligations under this Agreement. In addition, the parties' implementation and interpretation of this Agreement shall be consistent with applicable and mandatory policies and procedures established by their respective governing bodies, and any accrediting or other agencies having jurisdiction over the operation of either party.
2. Participation of students in each party's degree programs will be permitted in compliance with all Applicable Laws.
3. Both parties, where permitted, shall advertise and market the benefits of this Agreement using the co-branded promotional, sales, marketing and advertising materials (the "Co-branded Materials") provided to Metropolitan Community College by Grantham University so that they are disseminated to all prospective and existing students by reasonable means. This could include but is not limited to, student catalogs, transfer guides, program brochures, intranet or Internet sites, and other advertising.
4. The parties, where permitted, may issue joint press releases and other announcements with prior approval from both parties.
5. Both parties shall maintain their accreditation with their accrediting associations and any other accreditation currently in existence pertaining to the above listed degree programs.
6. Both parties have, and will diligently pursue, the common goal of developing a comprehensive and seamless services infrastructure for the articulation program described in this Agreement in order to benefit the students who wish to take advantage of such articulation program.
7. Both parties, where permitted, may build and maintain a link on their respective intranet and/or public Internet sites that posts employment information so that students and alumni of each party may research employment opportunities available with the other party.

E. LICENSES

1. Metropolitan Community College hereby grants to Grantham University a limited, non-exclusive, non-transferable license (without any right to sub-license) to use the Metropolitan Community College's trade name, service marks, logos, trade dress, other indicia of source and associated

goodwill (collectively, the "Marks") in connection with Grantham University's preparation and use of the Co-branded Materials as contemplated by this Agreement. Grantham University agrees to comply with the rules of use promulgated from time to time by the Metropolitan Community College with respect to the appearance and manner of use of the Marks and agrees to not modify, revise or create derivative works of any of the Marks without the prior written consent of Metropolitan Community College. All rights and goodwill that might be acquired or developed by Grantham University's use of the Marks will inure to the benefit of the Metropolitan Community College.

2. Grantham University hereby grants to the Metropolitan Community College a limited, non-exclusive, non-transferable license (without any right to sub-license) to use the Co-branded Materials solely for the performance of its obligations under this Agreement. Metropolitan Community College shall not modify, revise or create derivative works from any of the Co-branded Materials without the prior written consent of Grantham University.

F. DURATION AND TERMINATION OF THIS AGREEMENT

1. The term of this Agreement begins on the Effective Date, which is during the academic year 2012-2013, and will continue until terminated under this paragraph. The parties may agree to terminate this Agreement at any time in writing. A party may terminate this Agreement at any time by providing the other party with written notice at least two years prior to the date of termination. A party may terminate this Agreement if the other fails to perform or comply with any material term of this Agreement, and the failure is not cured within a period of 30 days after the date of the aggrieved party's written notice to the other party describing the specific failure. If the failure is not timely cured, termination will be effective on the 31st day after the date of the aggrieved party's notice.
2. Upon termination or expiration of this Agreement, each party shall promptly return or destroy all Co-branded Materials in its possession or control. The expiration or termination of this Agreement will not relieve the parties of any obligation accruing with respect to this Agreement prior to such expiration or termination. Articles F and G will survive the termination of this Agreement for any reason.

G. GENERAL TERMS

1. Subject to Missouri law and not inconsistent with sovereign immunity, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its affiliates, and its and their respective officers, trustees, directors, employees, and agents (each, an "Indemnified Person") from and against the claims, actions, or demands of any third party, and all resulting losses, damages, judgments, settlements, costs and expenses (including reasonable attorney's fees and expenses), and liabilities of every kind and character whatsoever ("Losses") incurred by any Indemnified Person, arising from or related to the Indemnifying Party's failure to

perform or comply with this Agreement. Notwithstanding the foregoing, the Indemnifying Party will not be liable to any Indemnified Person under this paragraph to the extent any of the Indemnified Person's Losses arise from or relate to a third party claim, action or demand, arising from or relating to any acts, errors, or omissions, which includes without limitation, the gross negligence, intentional misconduct, or material breach of this Agreement, by the Indemnified Person.

2. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST BUSINESS OPPORTUNITY) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE BY REASON OF ITS HAVING ENTERED INTO OR RELIED ON THIS AGREEMENT, OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THE PARTY TO BE CHARGED WAS ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMIT WILL APPLY REGARDLESS OF THE FORM OF CLAIM IN WHICH SUCH LIABILITY MAY BE ASSERTED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. HOWEVER, THIS LIMIT WILL NOT APPLY TO, OR LIMIT THE LIABILITY OF A PARTY FOR ITS INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR ANY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.
3. Neither party may assign any of its rights or obligations or this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.
4. This Agreement and all Appendices constitutes the entire agreement between the parties with respect to the subject matter, and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter. The Agreement is subject to regular review to assure currency with the respective degree requirements, and transferability of credits between degree programs. Each of the parties shall work cooperatively to review, at least annually during the period beginning May 1 and ending September 30 of each academic year during the term of this Agreement, and as appropriate, update specific items or operational procedures included in this Agreement for the following academic year. Amendments or waivers concerning this Agreement may be made at any time, in a writing that has been signed by the duly authorized representatives of both parties, which shall be prepared in the form of an Addendum Agreement. The procedure for approval of an Addendum Agreement shall be the same procedure employed in securing approval of all parties to the original Agreement.
5. The relationship of Association and University to each other is that of independent contractors. Nothing in this Agreement is intended or will be deemed to create any association, joint venture, partnership, or agency relationship of any kind between the parties, between a party and an employee of the other party, or as authorizing one party to act as agent for the other or to enter into contracts on behalf of the other.

6. The Parties agree to cooperate in good faith in all actions relating to the Agreement and shall attempt to avoid disputes in connection with the Agreement. If, nevertheless, a dispute should arise in connection with the Agreement, the parties agree to promptly initiate negotiations between the parties' representatives who have authority to settle any issue, dispute, or controversy and use their best efforts to resolve such dispute in a fair and equitable manner. However, if a party determines that the dispute cannot be so resolved within a reasonable time period, said party will notify the other party in writing that litigation will be pursued. In such event, the prevailing party shall be reimbursed by the other party for any costs and expenses, including, without limitation, attorneys' fees, that have been reasonably incurred by the prevailing party in connection therewith.
7. All questions with respect to the construction, performance, and enforcement of this Agreement, and the rights and liabilities of parties hereunder, shall be determined in accordance with the laws of the State of Missouri, without giving effect to conflict of laws principles. Each party agrees to submit to the exclusive jurisdiction of, and agrees that venue is proper in, the state or federal courts in Jackson County, Missouri in any legal action or proceeding relating to or arising out of this Agreement.
8. All notices and other communications required or permitted under this Agreement must be in writing, addressed to the parties at the addresses set forth below, or to such other addresses as to which the parties give notice in accordance with this paragraph.

For: Metropolitan Community College  
3200 Broadway  
Kansas City, MO  
64111-2429

For: Grantham University, Inc.  
7200 NW 86<sup>th</sup> Street  
Kansas City, MO  
64153

Attn: Mark James  
Chancellor  
Email: Mark.James@mccck.edu

Attn: Joseph McGrath  
President  
Email: jmcgrath@grantham.edu

Phone: 816.604.1011  
Fax: 816.759.1158

Phone: 816.955.2527 x 518  
Fax: 877.585.7815

The duly authorized representatives of the parties executed this Articulation Agreement effective as of the Effective Date.

Metropolitan Community College

Grantham University, Inc.

By: Mark James  
Mark James, Chancellor  
Date: 8/13/12

By: Joseph McGrath  
Joseph McGrath, President  
Date: 08.10.12

Teward Gray