

June 26, 2020

KEISER UNIVERSITY TEACHING INSTITUTION AGREEMENT

Whereas, the institutions signing as parties to this Agreement on the attached Signature Page (each a distinct Institution) seek to enhance the pace at which students complete degree programs by providing them with additional convenient online course options;

Whereas, Keiser University (the "Teaching Institution") has an extensive inventory of high-quality online courses;

Whereas, Dillard University (the "Home Institution") can demonstrate that it has in place institutional effectiveness practices to assess the quality of *all* courses applied to its credentials, that it is awarding credentials only in areas for which it has sufficient and qualified program/discipline faculty, and that it will award at least 25% of the credits for an undergraduate degree that it awards; and

Whereas, the Home Institution has found Keiser University's academic standards comparable to its own and the instruction an acceptable substitute for its own; and

Whereas, the parties seek an Agreement that conforms to the definition of a "Consortial Agreement" for the Department of Education and to the definition of a "Cooperative Agreement" for the Southern Association of Colleges and Schools Commission on Colleges; and

Whereas, the Home Institution and the Teaching Institution have engaged with Acadeum directly to facilitate execution of this agreement through respective Member Services Agreements ("MSA"). All references to the Site, MSA, Acadeum Policies and Procedures (P&P), Registration Fees, Acadeum Administrator, Acadeum Payment Terms are defined in each respective institution's MSA with Acadeum; and

Therefore, the Home Institution and the Teaching Institution agree to enter this Agreement with the principles and guidelines set forth below to facilitate that participation effective July 1, 2020.

Parties agree to implement this agreement (the "Agreement") to allow Home Institution students to study at the Teaching Institution under this Agreement in accordance with the principles and guidelines set forth below.

It is agreed:

ROLES AND RESPONSIBILITIES

- I. The "Home Institution" is the party at which a student is enrolled as a degree or certificate seeking candidate.
- II. The "Teaching Institution" is the party that has agreed to receive students from the Home Institution for a period of study on a non-degree or non-certificate seeking basis.
- III. Since they are enrolled by the Home Institution, students can take courses but not to study for a degree at the Teaching Institution.
- IV. Grade reports will be sent to the Home Institution by the Teaching Institution through the Site at the conclusion of each course, not later than five days after the last day of the course. The course, credit hours, and grade will be recorded on the student's transcript and courses will be transcribed by the Home Institution in accordance with all related policies and accreditation standards.
- V. The Teaching Institution will define the dates of the courses made available through this Agreement.
- VI. Enrollments under this Agreement will be drawn from the Teaching Institution's courses listed in the Acadeum portal and amended from time to time per decisions made by the Teaching Institution on the Site.
- VII. The Home Institution shall respect the admission and pre-requisite requirements of the Teaching Institution posted to the Site.
- VIII. The Teaching Institution will have final authority to approve Enrollment Requests via the Site.
- IX. The Teaching Institution will provide course descriptions and syllabi to aid in course equivalency evaluation through its participation with Acadeum and its presence on the Site. The Teaching Institution will ensure that faculty teaching Approved Courses under this Agreement have appropriate credentials. The Teaching Institution will provide a list with accompanying summary credentials for these faculty per the Site.
- X. The Teaching Institution does not take responsibility to offer specific courses under specific timelines but will make available a selection of the courses it offers to its own students.
- XI. Participating students will remain registered at the Home Institution and pay all academic fees and tuition to the Home Institution.

- XII. Registration Fees due and payable under the Acadeum P&P will be paid electronically by the Home Institution through its participation with Acadeum and processed by the Acadeum Administrator for remittance to the Teaching Institution per Acadeum Payment Terms.
- XIII. The Teaching Institution will not be responsible for the costs of room, board, travel, or other personal expenses (including books) associated with the student's ongoing enrollment with the Home Institution.
- XIV. The Home Institution will be responsible for disbursing all financial aid to its students and for monitoring student eligibility under this Agreement. The Home Institution is responsible for following its established procedures for calculating financial aid awards, disbursing aid, monitoring satisfactory progress and other student eligibility requirements, keeping records, and returning funds in the event the student withdraws. At the point at which a student is being dropped or withdrawn, all information needed to complete a refund calculation will be provided to the Home Institution.
- XV. Students participating in courses under this Agreement shall be governed by the same regulations and performance standards that pertain to other students at the Teaching Institution, including add/drop periods. In addition, Teaching Institutions reserve the right to require the withdrawal of any student whose conduct warrants such action. Teaching Institutions shall consult with Home Institutions before finalizing such actions.
- XVI. The parties agree to indemnify and hold one another harmless from any and all claims initiated by participants, their parents, survivors, or agents, arising from any negligent acts or omission on the part of either university or any of their employees. The relationship of the Home Institution and Teaching Institution under this Agreement, and per the Acadeum P&P, will be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither the Home Institution nor Teaching Institution will be liable for acts of the other, nor shall they be liable for the acts of students participating in the agreement.
- XVII. All parties subscribe to a policy of equal opportunity and will not unlawfully discriminate on the basis of race, color, national origin, disability, genetic information, veteran status, sex, gender, age, or religion (except in limited circumstances when religious preference is both permitted by law and deemed appropriate as a matter of institution policy.)
- XVIII. This Agreement is subject to review at the end of the first year and shall be effective for five years. It shall be subject to revision, modification or renewal by mutual written agreement. Either party may terminate the agreement by written notice submitted at least 90 days in advance of the next academic term. Termination would not affect students already engaged in the exchange. If the Agreement is not renewed by mutual

consent, the Agreement will conclude at the end of the specified time period, or after activities in progress have concluded.

XIX. Keiser University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award baccalaureate, masters, doctorate, and professional degrees. The accreditation of Keiser University does not extend to or include the Home Institution or its students. Further, course work provided under this agreement may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from Keiser University. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work. Keiser University will notify the Home Institution in the event of a change in SACSCOC accreditation status or sanctions.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives to be binding and effective on the Effective Date.

SIGNATURE PAGE

TEACHING INSTITUTION

Keiser University

By: Sherry Olsen
Name: Sherry Olsen
Title: Associate Vice Chancellor
Date: 7-7-2020

HOME INSTITUTION

Dillard University

By: Yolanda W. Page
Name: Yolanda W. Page, Ph.D.
Title: Vice President for Academic Affairs
Date: 6/30/2020

By: Ralph W. Johnson
Name: Ralph W. Johnson
Title: Vice President for Business and Finance/CFO
Date: 7/1/2020

Legal Review:

By: Brendan Green
Name: Brendan Green
Title: General Counsel
Date: 6/30/2020

EXHIBIT A
Contact Information for Participating Institutions

1) Teaching Institution - Keiser University

Sherry Olsen
Associate Vice Chancellor of Online Division
Keiser University
1900 W. Commercial Blvd., Suite 100
Fort Lauderdale, FL 33309
954-351-4040 Ext. 201/solsen@keiseruniversity.edu

2) Home Institution – Dillard University

Yolanda W. Page, Ph.D.
Vice President of Academic Affairs
Dillard University
2601 Gentilly Blvd
New Orleans, LA 70122
ypage@dillard.edu/504-816-4368