


LOUISIANA STATE UNIVERSITY SHREVEPORT
Program Identification Addendum No. 8

This Program Identification Addendum No. 8 (Addendum) dated as of July 25, 2017, is a supplement to that certain Service Agreement (Agreement) dated as of February 1, 2013, between Academic Partnerships, LLC (AP), and Louisiana State University Shreveport (the University) and is fully incorporated therein.

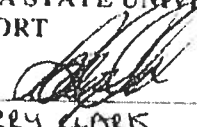
PROGRAM AND/OR DEGREE	START DATE	AP REVENUE PERCENTAGE
MBA Marketing	August 2017	50%
MBA International Business	August 2017	50%
MBA Project Management	August 2017	50%
MBA Data Analytics	August 2017	50%
MBA Hospitality and Casino Management	August 2017	50%

This addendum contains trade secrets and commercial and financial information that are confidential and therefore may not be disclosed to any third party. If the University receives an open records request for this information, it shall follow the applicable provisions of its state's open records law in regards to notifying AP of the request and seeking a ruling by its state's Attorney General or other open records authority regarding its confidentiality.

ACADEMIC PARTNERSHIPS, LLC

Signature: 
Name: Jeff Dawson
Title: Chief Financial Officer
Date: 11/9/17

**LOUISIANA STATE UNIVERSITY
SHREVEPORT**

Signature: 
Name: LARRY CLARK
Title: CHANCELLOR
Date: 11/6/17

LOUISIANA STATE UNIVERSITY SHREVEPORT
Program Identification Addendum No. 6

This Program Identification Addendum ("Addendum") dated as of October 1, 2016, is a supplement to the Consulting Contract ("Agreement") dated as of February 1, 2013 between Academic Partnerships, LLC ("AP"), and Louisiana State University Shreveport ("LSUS") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE:

College of Business, Education and Human Development
College of Arts and Sciences

2. EFFECTIVE DATE OF PROGRAM:

Summer I 2017

3. COURSES TO BE OFFERED, INCLUDING GENERAL, CO-REQUISITE OR PRE-REQUISITE:

Standard to the BBA Marketing, BA General Studies, BA Mass Communications as well as General Education courses to support these programs.

4. PROGRAMS AND/OR DEGREES:

BBA Marketing
BA General Studies
BA Mass Communications

5. PAYMENT:

For enrollments subject to this agreement, LSUS shall remit to Academic Partnerships 50% of the approved, undergraduate in-state tuition in effect for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog (not Fees).

ACADEMIC PARTNERSHIPS, LLC

By: 

Name: Jose Dawson

Title: CFO

Date: 10/25/2016

**LOUISIANA STATE UNIVERSITY
SHREVEPORT**

By: 

Name: John S. Vassar

Title: Provost

Date: October 13, 2016

**Louisiana State University Shreveport
Program Identification Addendum No. 5**

This Program Identification Addendum ("Addendum") dated as of August 26, 2016, is a supplement to the Consulting Contract ("Agreement") dated as of February 1, 2013 between Academic Partnerships, LLC ("AP"), and Louisiana State University Shreveport ("LSUS") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE:

College of Business, Education and Human Development

2. EFFECTIVE DATE OF PROGRAM:

January 2017

3. COURSES TO BE OFFERED, INCLUDING GENERAL, CO-REQUISITE OR PRE-REQUISITE:

Standard to Master of Education in Educational Leadership

4. PROGRAMS AND/OR DEGREES:

Master of Education in Educational Leadership

5. PAYMENT:

For enrollments subject to this agreement, LSUS shall remit to Academic Partnerships 50% of the approved, graduate in-state tuition in effect for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog (not Fees).

ACADEMIC PARTNERSHIPS, LLC

By: 

Name: Chris Spruill

Title: CFO

Date: Aug 31 '16

**LOUISIANA STATE UNIVERSITY
SHREVEPORT**

By: 

Name: John S. Vassar

Title: Provost and VC of Academic Affairs,
LSU Shreveport

Date: 8/29/16

Louisiana State University Shreveport Program Identification Addendum No. 4

This Program Identification Addendum ("Addendum") dated as of April 13, 2015, is a supplement to the Consulting Contract ("Agreement") dated as of February 1, 2013 between Academic Partnerships, LLC ("AP"), and Louisiana State University Shreveport ("LSUS") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE:

College of Business, Education and Human Development

2. EFFECTIVE DATE OF PROGRAM:

Fall 2015

3. COURSES TO BE OFFERED, INCLUDING GENERAL, CO-REQUISITE OR PRE-REQUISITE:

Standard to Master of Business Administration with a concentration in Finance

4. PROGRAMS AND/OR DEGREES:

Master of Business Administration with a concentration in Finance

5. Payment:

A. For enrollments subject to this agreement, LSUS shall remit to Academic Partnerships 50% of the approved, graduate in-state tuition in effect for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog (not Fees).

ACADEMIC PARTNERSHIPS, LLC

By _____

Name _____

Title _____

Date _____

Louisiana State University Shreveport

By  _____

Name Mr. Larry Clark

Title Chancellor

Date April 15, 2015

Louisiana State University Shreveport Program Identification Addendum No. 3

This Program Identification Addendum ("Addendum") dated as of March 16, 2015, is a supplement to the Operational Agreement ("Agreement") dated as of February 19th, 2013 between Academic Partnerships, LLC ("AP"), and Louisiana State University Shreveport ("LSUS") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL OR COLLEGE:

LSUS - Institute for Nonprofit Administration and Research

2. EFFECTIVE DATE OF PROGRAM:

August 2015 – or first start date of program

3. COURSES TO BE OFFERED, INCLUDING GENERAL, CO-REQUISITE OR PRE-REQUISITE:

Standard to Master of Science in Non-Profit Administration

4. PROGRAMS AND/OR DEGREES:

Master of Science in Non-Profit Administration

5. Payment:

A. For enrollments subject to this agreement, LSUS shall remit to Academic Partnerships 50% of the approved, graduate in-state tuition in effect for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog (not Fees).

ACADEMIC PARTNERSHIPS, LLC

By Wes Brall

Name Wes Brall

Title CFO

Louisiana State University Shreveport

By Larry Clark

Name Larry Clark

Title Chancellor

Amendment to Agreement between State of Louisiana

LOUISIANA STATE UNIVERSITY SHREVEPORT
(DIVISION OF CONTINUING EDUCATION)

AND

ACADEMIC PARTNERSHIPS, LLC
600 North Pearl Street, Ste. 900
Dallas, Texas 75201
Phone No. 773-332-9797
Vendor #27-2009059

Amendment Provisions

Change Agreement, as follows:

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish and support services to the University for higher education distance learning programs as specified in Attachment I. Academic Partnerships and University shall collaborate for enrollment of students to the online programs where the needs of the student can be met and where the students best meet the admission standards set forth by each Campus of the LSU System.

2.0 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term ("Effective Date"), February 1, 2013 and shall terminate on January 31, 2022. The term will run conterminously with the term of a master agreement, if during the term, LSU enters into a Master Services Agreement with Academic Partnerships for all University business. This Contract shall be governed by the laws of the State of Louisiana.

5.2 CERTIFICATE PROGRAMS


The revenue share for all subsequent certificate programs will be negotiated on an individual basis.

Justification for amendment:

The Amendment is needed to extend the date of services to January 31, 2022 due to the nature of the services provided herein and require a continuity of services.


This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the earliest date indicated below:

ACADEMIC PARTERSHIPS, LLC


(Signature)
Jeff Dawson
Chief Financial Officer

1/27/17
(Date)

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL AND
MECHANICAL COLLEGE LOUISIANA STATE
UNIVERSITY SHREVEPORT


(Signature)
Sally McKechnie
Assistant Vice President for Procurement &
Property Management

2-13-17
(Date)

Amendment to Agreement between State of Louisiana

LOUISIANA STATE UNIVERSITY SHREVEPORT
(DIVISION OF CONTINUING EDUCATION)

AND

ACADEMIC PARTNERSHIPS, LLC
600 North Pearl Street, Ste. 900
Dallas, Texas 75201
Phone No. 773-332-9797
Vendor #27-2009059

Amendment Provisions

Change Agreement, as follows:

2.0 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term ("Effective Date"), February 1, 2013 and shall terminate on January 31, 2017. This Contract shall be governed by the laws of the State of Louisiana.

Justification for amendment:

The Amendment is needed to extend the date of services to January 31, 2017 due to the nature of the services provided herein and require a continuity of services.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

ACADEMIC PARTERSHIPS, LLC


(Signature)

Bryceon Sumner
Chief Financial Officer

2-1-16
(Date)

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE LOUISIANA
STATE UNIVERSITY SHREVEPORT


(Signature)

Michael T. Ferrell
Vice Chancellor for Business Affairs

2-2-16
(Date)

Amendment to Agreement between State of Louisiana

LOUISIANA STATE UNIVERSITY SHREVEPORT
(DIVISION OF CONTINUING EDUCATION)

AND

ACADEMIC PARTNERSHIPS, LLC
600 North Pearl Street, Ste. 900
Dallas, Texas 75201
Phone No. 773-332-9797
Vendor #27-2009059

Amendment Provisions

Change Agreement, as follows:

5.0 Compensation and maximum Amount of Contract

5.1 Payment Terms

Increase the maximum fee that LSUS agrees to pay to Academic Partnerships

From: \$ 95,000.00

To: \$750,000.00

Justification for amendment increase:

Our use of Academic Partnerships to market and support our MEdCI and MBA online programs has exceeded the expectations of the initial contract. Over the balance of the contract, we anticipate continued growth in these two programs. In addition to these two programs, we expect to add additional programs to our online offering portfolio thus increasing expected revenue to share with Academic Partnerships.

For this reason, we anticipate that the enrollment of these programs to generate significant revenue for LSUS. Since the compensation to Academic Partnerships is tied to revenue generated, we request to amend the contract to increase the amount to \$750,000, which would follow the initial growth rate of doubling every year.

No amendment shall be valid until it has been executed by all parties and approved by the Director of the office of Contractual Review, Division of Administration.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

ACADEMIC PARTERSHIPS, LLC

Michel J. Briskey
(Contractor's Signature)

1-16-14
(Date)

Contractor's Name: Michel J. Briskey

Contractor's Title: Chief Financial Officer

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE
LOUISIANA STATE UNIVERSITY SHREVEPORT

Michael T. Ferrell
(Agency Signature)

1-27-14
(Date)

Agency's Name: Michael T. Ferrell

Agency's Title: Vice Chancellor for Business Affairs

APPROVED
Office of the Governor
Office of Contractual Review

APR - 9 2014

Pamela Barbry Rice
DIRECTOR

CONSULTING CONTRACT

On this 7TH day of January, 2013, the State of Louisiana, **Board of Supervisors of Louisiana State and Agricultural and Mechanical College**, hereinafter sometimes referred to as the "University" or "LSUS", and **Academic Partnerships, LLC, a Delaware limited liability corporation**, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions of the Consulting and Support Services Agreement.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish marketing and support services to the University for higher education distance learning programs as specified in Attachment I.

2.0 TERM OF CONTRACT

This Contract shall begin on the first day of class of the first online term ("Effective Date"), February 1, 2013 and shall terminate on January 31, 2016. This Contract shall be governed by the laws of the State of Louisiana.

2.1 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment III.

2.2 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

2.3 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the University's premises, and externally for materials belonging to the University or to the project. Contractor is responsible for reporting any breach of security to the University promptly.

2.4 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 27-2009059.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

Contractor will perform services according to the terms of this Contract and according to the Scope of Services in Attachment I.

3.2 PROJECT MANAGEMENT

Contractor shall provide, at a minimum, the project management functions listed in Scope of Services in Attachment I.

3.3 QUALITY ASSURANCE REVIEWS

University reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers. Contractor will not charge University for its expenses but University will pay its own cost to perform the reviews.

3.4 CONTRACTOR RESOURCES

Contractor agrees to provide the Contract related resources as per the Scope of Services, Attachment I. Contractor shall assign staff who possess the knowledge, skills and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment II.

The Contractor's personnel assigned to this contract may not be replaced without the written consent of the University. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that the Contractor personnel becomes unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the key personnel member listed in Attachment II.

3.5 UNIVERSITY PROJECT CONTACT

The University shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager is identified below. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Department Project Manager: Tulin Melancon
Telephone: 318-797-5254
Email address: Tulin.Melancon@LSUS.edu

3.6 UNIVERSITY FURNISHED RESOURCES

The University will provide access to the following resources on an as needed basis:

The University will provide to Contractor, read-only access to records within its SIS and LMS that contain information about students enrolled in the online programs, including any pre-requisite General Education courses. Contractor relies primarily on daily extracts from University systems, but will utilize essential data from these systems to (i) create program prototypes, (ii) assist faculty with curriculum development, (iii) facilitate student matriculation, (iv) assist in improving student retention, (v) monitor program success and (vi) assist with and facilitate the growth of the University's online educational courses. Essential SIS data includes, but is not limited to, applicant, student, section and enrollment data. Essential LMS data includes, but is not limited to, course, section, student, grade and time-and-activity data critical to providing student retention.

4.0 ACCEPTANCE OF DELIVERABLES

For this Section 4.0, "Deliverables" shall be defined as (1) the project plan outlining the launch of the work required for the Scope of Services, and (2) marketing materials that Contractor intends to use to market the online University programs. Contract Deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General.* Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Scope of Services and/or as subsequently modified in University approved design documents developed within this Project, and in the accepted final documentation.

B. *Submittal and Initial Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the University Project Manager will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the University Project Manager, but in no event later than ten (10) business days after the Deliverable is presented to the University Project Manager. Within the applicable period, the University Project Manager will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. *Notification of Acceptance or Rejection.* If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If University disapproves a Deliverable, University will notify Contractor

in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the University Project Manager will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the University disapproves that Deliverable, the University will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made.

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

5.1 PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to Contractor a maximum fee of \$95,000.00. For those enrollments subject to this agreement, the University shall remit to the Contractor 50% of the approved graduate in-state tuition in effect for that term as computed based on course enrollments as of the "No Refund" day, as published in the General Catalog (not Fees). The current schedule is published as LSUS's Graduate Tuition Fee Schedule (<http://www.lsus.edu/offices-and-services/accounting-services/tuition-and-fee-schedule>). Share remitted to Contractor will be net of any refunds, drops or retroactive drops. See refund policies at: <http://www.lsus.edu/Documents/Academics/2012-13%20LSUS%20Catalog.pdf>.

The Contractor will invoice the University immediately after the "No Refund" day at the billing address designated by the University. University agrees to cooperate with Contractor to finalize and reconcile the data that supports the amounts invoiced. Payments will be made by University within thirty (30) days after receipt of a properly executed invoice, and approval by LSUS. Invoices shall include the LSUS Contract number. Invoices will be accompanied by student rosters that detail students, courses taken and amount paid. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. University checks will be mailed to the address registered in the LSUS Vendor database.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

University may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.2 TERMINATION FOR CONVENIENCE

The University may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the

requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the University except for payments which have been earned prior to the termination. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

8.0 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to LSUS as part of a Service. The term "Materials" does not include commercially available Products, Machine Code, or Licensed Internal Code.

The University has all right, title, and interest (including ownership of copyright) of all delivered Materials. To include but not limited to: finalized project plan, project manager template, rider template, business process log, project work plan, monthly progress reports, change management plan, training plan, targeted marketing messages, communication framework, system development plan, leveraged Contractor templates, training course materials, quick job aids, event-based training documentation, quality assurance independent reviews, intermediate deliverables and final report.

9.0 NONASSIGNABILITY

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University, which will not be unreasonably withheld. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

10.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the University where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract, at State's or University's expense. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

The State Legislative Auditor, federal auditors and internal auditors of the Division of Administration or Louisiana State University shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

11.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

12.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

13.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

14.0 NON-DISCRIMINATION CLAUSE

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

15.0 INFORMATION SECURITY

Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS 4 03.02 (Access to and Release of Student Information), PS 1 17.04 (Computer Access and Usage) and the Louisiana Database Breach Notification Law [Act 499]. In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *protected information*, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

16.0 HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

17.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act, intentional misconduct, or failure to act of the University.

Contractor shall indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) University's unauthorized modification or alteration of a Service; ii) University's use of the Service in combination with other services not furnished by Contractor; iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", Contractor's liability for direct damages, shall be limited to the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

18.0 APPROVALS

This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with LA R.S. 39:1502 and Louisiana Department of Civil Service (where applicable).

19.0 CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical and other data and information relating to the University's operation which are designated confidential by the University and made available to the contractor in order to carry out this contract, or

which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the University. The identification of all such confidential data and information as well as the University's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the University in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the University to be adequate for the protection of the University's confidential information, such methods and procedures may be used, with the written consent of the University, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, is rightfully obtained from third parties or when Contractor is compelled to disclose by law.

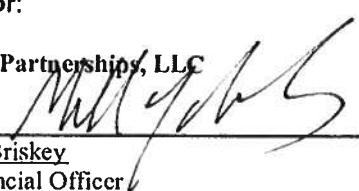
20.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein.

Contractor:

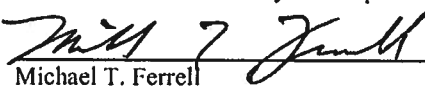
Academic Partnerships, LLC


Michel J. Briskey
Chief Financial Officer

January 7, 2013
Date

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

Louisiana State University Shreveport


Michael T. Ferrell
Vice Chancellor for Business Affairs

1-11-13
Date

APPROVED
Office of the Governor
Office of Contractual Review

FEB 19 2013 


Pamela Barry Rice
DIRECTOR

ATTACHMENT I

SCOPE OF SERVICES

- Competitive market analysis,
- Program planning, course design and development and faculty support,
- Marketing and recruitment, and
- Student enrollment, retention, and support.

Competitive Market Analysis

Contractor's first step is to apply industry and competitive market analysis strategies. Contractor will generate qualitative and quantitative data that will help develop an implementation strategy. Data to be gathered includes but is not limited to potential market demand, admission requirements, course timing, prerequisites, cohort start dates, enrollment limitations and tuition rates. This key information allows for the strategic establishment and placement of the program to maximize the targeting of highly qualified prospective students with LSUS's specific message and quick engagement in the recruiting process.

Program Planning, Course Design and Development and Faculty Support

Contractor to provide a team which will work with LSUS faculty in converting course content to an online format, reviews existing courses, and provides recommendations to enhance current online offerings. By working together in face-to-face meetings, onsite workshops and virtual conferencing, a program will be designed to facilitate successful student persistence to graduation. Contractor will introduce instructional options including a carousel model for course sequencing that includes multiple start dates and accelerated courses.

Contractor Responsibilities

- provide dedicated Curriculum Support Services team to assist LSUS with program planning (schedule, etc.), course design (scalability, leveraging LMS features, etc.)
- lead a "Kickoff Meeting" with dean(s) and department head(s) to discuss key goals, features of the program and information regarding course scheduling
- host a Program Planning Workshop with key academic and administrative stakeholders to finalize course scheduling and discuss potential challenges students might encounter during the program and how those can be addressed
- assist with the identification and understanding of best practices which may necessitate changes to the data systems and processes affecting the application, enrollment, persistence and retention of students
- lead a "Course Blueprinting" session with instructional faculty
- facilitate a LMS Template Workshop in which LSUS faculty will, if desired, upload content and materials into the common template for the program in the LSUS Moodle infrastructure
- review of online course once it is developed, including feedback from applying the Quality Matters rubric, the Contractor's Best Practices checklist and national standards and industry best practices for ensuring accessibility to persons with disabilities
- provide on-going virtual conferencing and reviews with LSUS faculty to ensure that courses remain current and offer quality instructional content
- assist with instructional staff recruiting subject to the approval of the appropriate LSUS academic dean/unit

LSUS Responsibilities

- define all academic policies
- development and maintenance of all courses (syllabi, course objectives, curriculum, quality assurance, etc.)
- hiring of instructional assistants
- support students in all academic related areas (tutoring, etc.)
- provide academic advising
- grade student work
- provide online library services
- assigning of grades

Marketing and Recruitment

Contractor will customize all marketing materials with the LSUS "look and feel" so that they blend into LSUS's existing brand identity. All marketing materials require University approval. Contractor will employ program marketing through a variety of means with an overarching goal of expanding the reach of LSUS to highly qualified students from diverse populations. Contractor's field sales organization will access markets throughout the nation and identify qualified leads. Marketing techniques include field recruitment, employer-based partnerships, digital marketing and creative services, and international marketing.

Contractor Responsibilities

- development, production and securing LSUS approval of all marketing materials for identified programs, including landing pages and websites dedicated to the LSUS distance learning programs
- form employer-based partnerships in targeted fields
- development and/or acquisition of highly qualified prospective student leads
- promotional and advertising campaigns (including online marketing campaigns and scholarships where applicable)
- advise LSUS on individual state requirements/compliance standards for obtaining operating approval
- provide capital investment required to expand recruiting call center, including all necessary facilities and technology
- provide a team of enrollment specialists to assist prospective students
- provide the enrollment specialists team the ability to communicate with prospective students through a variety of means, such as email, phone, text, social media, traditional mail, etc.
- secure a dedicated 1-800 number programmed with LSUS's identification and LSUS branded website for prospective students
- design and develop landing pages and partner website (subdomain on the lsu.edu domain) with pertinent program information such as degrees offered, tuition, start dates, etc.
- provide ongoing training for enrollment specialists
- recruit to the specific academic standards defined by LSUS
- management of the student lead process through Contractor's Customer Relationship Management (CRM) System
- shall NOT engage in the cross selling of leads to other university partners
- comply with all applicable State laws, Federal laws (e.g. FERPA) and LSUS policies and standards regarding the protection and security of student educational records

LSUS Responsibilities

- approve in a timely manner all marketing materials, including, colors, website and messaging
- prepare and submit all documentation necessary to obtain state regulatory approvals as agreed upon for program expansion
- add links to the Contractors website from current LSUS web pages
- provide a sub-domain on the university's ".edu" domain to be hosted on Contractors servers for marketing pages (i.e., degree.university.edu)
- provide Contractor with an initial list of prospective students from their Student Information Systems (drops, denied, incomplete file, etc.)
- provide appropriate level of staffing in the areas of admissions, advising and financial aid to manage the increased level of enrollment
- provide Contractor with pertinent program information to answer student inquiries and program questions
- provide Contractor with the LSUS contact numbers and email addresses for the admissions, advising, registration, financial aid, student accounts offices, and other pertinent contacts
- provide Contractor with daily data feeds from the university SIS to report status of prospective student leads (new and existing) for identified programs and enrollment data
- make final admission decisions

Student Enrollment, Retention, and Student Support Services

Contractor's team engages with distance learning students and remains in contact through graduation. Emphasis is placed on continuous communication with students during the initial courses. The enrollment specialists focus solely on student recruitment and shall assist prospective students from the first inquiry to the start of the first course. Contractor shall make a focused effort to familiarize its staff with the LSUS culture and will communicate the unique characteristics and advantages of the LSUS programs to prospective students.

After students are enrolled, Contractor's Student Support Services focus on deliverables designed to maximize student retention and enhance graduation rates. Specifically, it is expected that the retention specialists monitor progress and communicate regularly with the students by email and telephone, answering questions and encouraging them as they progress through their courses. Additionally, it is known from experience that students' completion of initial coursework in a distance learning program is crucial to their continuation to graduation. Accordingly, special emphasis should be placed on direct and continuous communications with students during the initial courses. Frequent communication with LSUS personnel is expected to discuss program updates and provide feedback from communication with students. Enrollment and LMS access issues are reported to the Support Desk via telephone or email, and immediately addressed by Contractor's staff. Both a Faculty Support and a Student Support Desk with email and toll free telephone access are offered [7 am-10 pm (CST) Monday-Friday; 8 am-8 pm (CST) Saturday-Sunday].

Contractor Responsibilities

- provide written quarterly reports to LSUS detailing the lead source, number of leads generated, number of leads to application, the number of application to enrollment and other agreed upon KPIs
- provide a dedicated team of enrollment specialists sufficient to cover the demand of the LSUS programs
- assist students in the enrollment and registration process, including guiding them through the assembly of a complete application package
- remind students about deadlines and provide instruction and direction as to class registration
- provide a faculty and student support desk for enrollment and LMS access issues
- monitors students' progress in course and provides consistent communication until student is re-engaged

LSUS Responsibilities

- define admission requirements
- make timely admission decisions
- intervene if student is having academic or instructional difficulties in course
- provide quality instructional assistants

ATTACHMENT II CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 SUBSTITUTION OF KEY PERSONNEL

This Section 1.0 applies only to the following employees of the Contractor:

AP Key Personnel for LSUS

Managing Director: Susan Dukes

Director of Partner Integration: Javier Reyna

Director of Curriculum Support Services: Debra Cannon

Marketing Director: Rachel Rodriguez

The Contractor's personnel assigned to this contract may not be replaced without the written consent of the University. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that the Contractor personnel becomes unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the key personnel member listed in this Contract.

2.0 PC WORKSTATIONS

Contractor will provide its own workstations, resident software and maintenance thereof.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the University's network, must comply with University network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the University network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the University.

ATTACHMENT III INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.0 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The University, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the University, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the University with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the University before work commences. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

ATTACHMENT IV: GRADUATE TUITION SCHEDULE

Tuition and Fees*

Effective Fall 2012

Semester Hours														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Graduate Tuition & Fees

Per credit hour Tuition & Fees

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Graduate Tuition	\$ 231.88	\$ 463.76	\$ 695.64	\$ 927.52	\$ 1,159.40	\$ 1,391.28	\$ 1,623.16	\$ 1,855.04	\$ 2,086.92	\$ 2,318.80	\$ 2,550.68	\$ 2,782.56	\$ 2,782.56	\$ 2,782.56	\$ 2,782.56
Operational Fee	5.00	10.00	15.00	20.00	25.00	30.00	35.00	40.00	45.00	50.00	55.00	60.00	60.00	60.00	60.00
Athletic Fee	14.00	28.00	42.00	56.00	70.00	84.00	98.00	112.00	126.00	140.00	154.00	168.00	168.00	168.00	168.00
Academic Enhancement Fee	10.00	20.00	30.00	40.00	50.00	60.00	70.00	80.00	90.00	100.00	110.00	120.00	120.00	120.00	120.00
Student Activity Fee	6.00	12.00	18.00	24.00	30.00	36.00	42.00	48.00	54.00	60.00	66.00	72.00	72.00	72.00	72.00
Technology Fee	5.00	10.00	15.00	20.00	25.00	30.00	35.00	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
University Center Fee	3.00	6.00	9.00	12.00	15.00	18.00	21.00	24.00	27.00	30.00	33.00	36.00	36.00	36.00	36.00
Registration Fee	1.20	2.40	3.60	4.80	6.00	7.20	8.40	9.60	10.80	12.00	13.20	14.40	14.40	14.40	14.40
Safety/Parking Fee	1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	12.00	12.00	12.00
Total Graduate Resident	\$ 277.08	\$ 654.16	\$ 831.24	\$ 1,108.32	\$ 1,385.40	\$ 1,662.48	\$ 1,939.56	\$ 2,216.64	\$ 2,493.72	\$ 2,770.80	\$ 3,047.88	\$ 3,324.96	\$ 3,324.96	\$ 3,324.96	\$ 3,324.96
Non-Resident Fees	358.63	713.26	1,069.89	1,426.52	1,783.15	2,139.78	2,496.41	2,853.04	3,209.67	3,566.30	3,922.93	4,279.56	4,279.56	4,279.56	4,279.56
Total Graduate Non-Resident	\$633.71	\$1,267.42	\$1,901.13	\$2,534.84	\$3,168.55	\$3,802.26	\$4,435.97	\$5,069.68	\$5,703.39	\$6,337.10	\$6,970.81	\$7,604.52	\$7,604.52	\$7,604.52	\$7,604.52

* Subject to change without prior notice

Special Fees - Apply to certain courses

HPE Fee	10.00	Per course
Online Fee	50.00	Per course
Executive MBA Fee	255.00	Per Module
Computer Science Fee	25.00	Per course
AVE Fee	25.00	Per course
Lab Fee	25.00	Per course
MPH Program	103.12	Assessed based on LSUS/LSUHC graduate tuition rates
Late Fee	50.00	
Over 12 Hr surcharge	75.00	Applies only for the 15th credit hour

EXHIBIT A

Tom Schedler
SECRETARY OF STATE

October 21, 2011

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of ACADEMIC PARTNERSHIPS, LLC was received and filed on
October 20, 2011.

JL 40645639Q

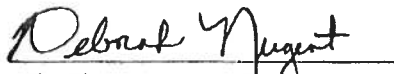
Rev 09/09

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125.
Office Location: 8585 Archives Ave., Baton Rouge, LA 70809
Web Site Address: www.sos.la.gov

ACADEMIC PARTNERSHIPS, LLC

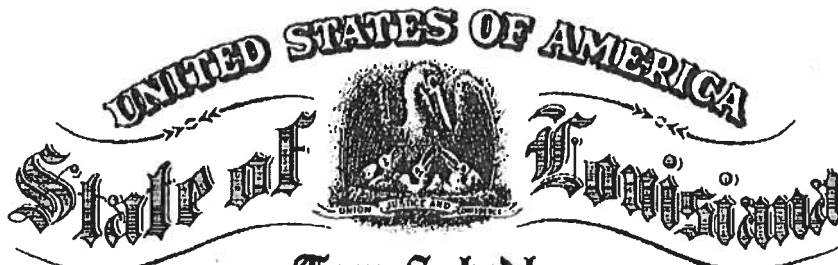
Secretary's Certificate

I, Deborah Nugent, Secretary of Academic Partnerships, LLC, a Delaware limited liability company (the "Company"), DO HEREBY CERTIFY that attached is a true and correct copy of the resolutions adopted by the Board of Managers of the Company, in full force and effect as of the date hereof.


Deborah Nugent, Secretary

Dated: 18, May 2012

EXHIBIT B



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

the Application Form for Certificate of Authority of

ACADEMIC PARTNERSHIPS, LLC

Domiciled at WILMINGTON, DELAWARE,

Was filed and recorded in this Office on October 20, 2011.

Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

October 21, 2011

Secretary of State

JL 40645639Q



Certificate ID: 10212385#CFG62

To validate this certificate, visit the following web site,
go to **Commercial Division, Certificate Validation**,
then follow the instructions displayed.
www.sos.louisiana.gov

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



October 21, 2011

COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

The attached document of ACADEMIC PARTNERSHIPS, LLC was received and filed on
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JL 40645639Q

Rev 09/09

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125
Office Location: 8505 Archives Ave., Baton Rouge, LA 70809
Web Site Address: www.sos.la.gov

Tom Schedler
Secretary of State



APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA
(R.S. 12:1346)

Foreign Limited Liability Company
Enclose \$125.00 filing fee
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P. O. Box 94126
Baton Rouge, LA 70804-9126
Phone (225) 926-4704
Web site: www.sos.la.gov

STATE OF _____ Check one: ☐ Non Profit ☒ Original Application
☒ Business ☐ Amended Application

PARISH/COUNTY OF _____

1. Limited liability company name: ACADEMIC PARTNERSHIPS, LLC
2. Previous company name: _____
3. Date of organization: 02-04-2010 Period of duration: Perpetual
4. Principal office address in state or country of organization: 1209 Orange Street, Wilmington, DE 19801
5. Principal business office address: 2200 Ross Avenue, Suite 3800, Dallas, TX 75201

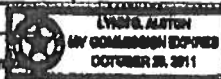
PLEASE INCLUDE COMPLETE STREET ADDRESSES FOR THE FOLLOWING.

6. Principal business establishment in Louisiana: None
7. Registered office address in Louisiana: 5615 Corporate Blvd, Suite 400B Baton Rouge, LA 70808
8. Registered agent's name and address in Louisiana: CT Corporation System
5615 Corporate Blvd, Suite 400B Baton Rouge, LA 70808
9. Nature of business to be transacted in Louisiana: Provide online educational services to Louisiana universities

[Signature] Manager 10/20/2011
To be signed by a Member/Manager Title and Date

Seems to read: submitted before me, the undersigned Notary Public, on this date: OCTOBER 19, 2011

AGENT'S ACCEPTANCE AND ACKNOWLEDGEMENT OF APPOINTMENT

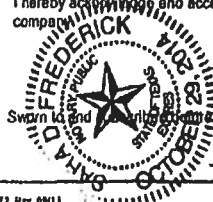


I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named limited liability company.

CT Corporation System

Registered Agent

Sworn to and signed before me on this date: 10/20/2011



BS973 Rev. 09/11

LAD01 - 10/12/01 CT System Online

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ACADEMIC PARTNERSHIPS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF OCTOBER, A.D. 2011.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4785665 8300

111120085

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9105094

DATE: 10-20-11

EXHIBIT C

Initial program offerings are:

- Master of Education in Curriculum and Instruction with concentration in:
English as a Second Language
Reading and Literacy
Teaching and Learning

Additional programs can be added as needed.