

ARTICULATION AGREEMENT

By and Between
Stautzenberger College
and
Tiffin University

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into as of April 28th 2010 (the "Effective Date") by and between Stautzenberger College (the "College"), with an address at 8001 Katherine Blvd, Ohio 44141; and Tiffin University ("Tiffin University"), with an address at 155 Main Street, Tiffin, Ohio 44883. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Tiffin University is a private Ohio institution of higher education. The College and Tiffin University desire to enter into a contract clarifying the status and treatment of students who chose to transfer from the College to Tiffin University's Degree Completion program upon completion of an associate degree program at the College.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ***Description of Articulation Program.***

- a. **Definitions.** Articulation Criteria and Articulation Benefits are defined on Attachment A hereto.
- b. **Articulation Benefits to Students.** Tiffin University will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria.
- c. **Accreditation of the College.** The College warrants that it is accredited by the Accrediting Council for Independent Colleges and Schools. The College will notify Tiffin University if such accreditation ceases to exist.
- d. **Accreditation of Tiffin University.** Tiffin University warrants that it is accredited by the North Central Association of Colleges and Schools. Tiffin University will notify the College if such accreditation ceases to exist.
- e. **Admissions Processing.** For those past or present students who meet the Articulation Criteria, Tiffin University will consider their applications for admission in accordance with standard University admission application evaluation criteria, while favorably recognizing students' accomplishments at the College.
- f. **Non-Exclusivity.** This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- g. **Advising.** Upon execution of this agreement, Tiffin University will work with the College to develop strategies to provide Stautzenberger College students and graduates timely information about program opportunities and program requirements. Transfer degree plans will be reviewed and published annually.

2. **Term and Termination.**

- a. **Term.** This Agreement will run from the Effective Date until the end of the last day of the Spring, 2012 academic term of the College, at which time this Agreement will automatically expire unless reviewed and extended by both parties prior to termination.
- b. **Termination.** Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Tiffin University, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.
- c. **Post-Termination.** Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Tiffin University shall continue to receive the benefits contemplated by this Agreement.

3. **Miscellaneous.**

- a. **Severability.** If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. **Jurisdiction; Venue.** The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the U.S. District Court for the Northern District of Ohio or in the state courts of Ohio sitting in Cuyahoga County.
- d. **Survival.** Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. **Notices.** All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address first set forth above (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the College, an additional copy addressed to "General Counsel."

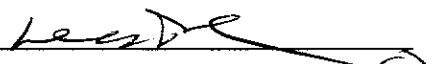
For Tiffin University:
Nancy Sullivan
Dean of Degree Completion & Associate's
Degree Programs
1230 N. Abbe Road
Elyria, Ohio 44035

For Stautzenberger College:
~~Johnie Reed~~ Donna K. Palmer, Esq. ^(DKP)
Program Director, Stautzenberger College, Brecksville
8001 Katherine Blvd
Brecksville, OH 44141


- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement as of the Effective Date.

STAUTZENBERGER COLLEGE

By: 
Johnie Reed, Donna K. Palmer (DS)
 Program Director
 Stautzenberger College, Breaksville

TIFFIN UNIVERSITY

By: 
 Dr. Charles Christensen
 Vice President, Academic Affairs

Attachment A
To The
Articulation Agreement Dated April 28, 2010
By and Between
Stautzenberger College and Tiffin University

Articulation Criteria and Articulation Benefits

1. ***The articulation criteria (“Articulation Criteria”) are:***
 - a. Completion of an Associate Degree or Credit Hour Equivalent (i.e., 60 semester hours)
 - b. Completion of a Tiffin University application
 - c. Submission of a high school transcript (if not an associate degree holder)
 - d. Submission of an official College transcript
 - e. Formal acceptance into Tiffin University’s Degree Completion Program

2. ***The articulation benefits (“Articulation Benefits”) are:***
 - a. College course credits with a grade of “C” and above will transfer as equivalent to Tiffin University courses in the Degree Completion Program.
 - b. Courses will apply to fully satisfy Tiffin University freshman and sophomore requirements.
 - c. Provide advising for acceptance, registration and degree requirement completion for Degree Completion Cohort students.
 - d. Advise potential Degree Completion students needing bridge, or sub-junior-level/lower division prerequisites for entry preparation as to the coursework they should complete at the College in order to fulfill such needs.
 - e. All College employees accepted and enrolled in Tiffin University’s Degree Completion program shall receive a 50% reduction in tuition.