



**Request for Proposals (RFP) 5989
Online Program Management**

**Proposal due date: August 24, 2022
3:30 pm CST**





SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

REQUEST FOR PROPOSAL 5989

TITLE: ONLINE PROGRAM MANAGEMENT

DATE: JULY 26, 2022

BUYER: AMY HANCOCK

EMAIL: abhancock@semo.edu

PHONE: (573) 651-2021

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: AUGUST 24, 2022

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

**For USPS/FedEx/UPS, etc.
Proposals must be mailed to:
Purchasing Department**

**Southeast Missouri State University
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701**


OR delivered by offeror to:

**Purchasing Department
Academic Hall Room 200F
Normal Avenue
Cape Girardeau, MO 63701**

The notice of award is made subject to availability and appropriation of funds, as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal. Additionally, the authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

AUTHORIZED SIGNATURE  <small>DocuSigned by:</small> <small>ADAF580C84454EB</small>		PRINTED NAME/TITLE Howard Rouse, COO & President	
COMPANY NAME Academic Partnerships		CURRENT DATE 8/18/2022	
MAILING ADDRESS 700 North Pearl, Suite 600		TELEPHONE NUMBER/EXT. 214-210-7300	
CITY Dallas	STATE Texas	ZIP CODE 75201	
CONTACT PERSON Joe Lynch		CONTACT PERSON EMAIL ADDRESS joe.lynch@academicpartnerships.com	
DELIVERY DATE: _____ DAYS ARO, FOB DESTINATION		PROMPT PAYMENT TERMS: _____% _____ DAYS NET _____ DAYS	
NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY)			
AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY			DATE



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

**REQUEST FOR PROPOSAL 5989
AMENDMENT #1**

TITLE: ONLINE PROGRAM MANAGEMENT

DATE: AUGUST 10, 2022

BUYER: AMY HANCOCK

EMAIL: abhancock@semo.edu

PHONE: (573) 651-2021

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: AUGUST 24, 2022

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

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AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME			CURRENT DATE
MAILING ADDRESS			TELEPHONE NUMBER/EXT.
CITY	STATE	ZIP CODE	
CONTACT PERSON		CONTACT PERSON EMAIL ADDRESS	
DELIVERY DATE: _____ DAYS ARO, FOB DESTINATION		PROMPT PAYMENT TERMS: _____% _____ DAYS NET _____ DAYS	
NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY)			
AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY			DATE

**SOUTHEAST MISSOURI STATE UNIVERSITY
ONLINE PROGRAM MANAGEMENT
REQUEST FOR PROPOSAL 5989
AMENDMENT #1**

- A. The offeror is hereby notified that Request for Proposal 5989 is clarified as follows:
1. Considering widespread COVID-related office closures, would SEMO please consider accepting PDF submissions via email instead of by mail using a USB flash drive? This may impact our ability to respond. We noted that all required forms already are enabled for an electronic signature.
Unfortunately, at this time, Southeast does not have a secure system to receive proposals via email. Please submit the proposal via mail at the address listed on the RFP cover page.
 2. Which programs would be a part of this engagement, either existing or planned?
 - a. If possible, list each program and the number of courses. Also specify if the program does not currently run on ground.
See Attachment 1 - Online Program Headcount Enrollment. All programs run “on ground.”
 3. Are you able to provide program-specific enrollment goals across all programs, in addition to the 15% total headcount growth goal mentioned in the RFP?
Southeast plans to work with the awarded partner to set program-specific enrollment goals.
 4. What metrics will you use to measure success for these services?
The main metric of success will be net revenue growth.
 5. We understand SEMO uses the following systems: CRM – Element451; SIS – Ellucian Banner; LMS – Canvas. Which CMS and Application system do you currently utilize?
Southeast uses the Cascade CMS and the Element451 application. Application decisions are made in Element451. Admitted student records are entered into Banner.
 6. Can you please provide historical conversion metrics, including paid click to inquiry, inquiry to app, app to enrollment?
Southeast does not have this information readily available at this time.
 7. Can you describe your capability to scale up operations in support of the expected growth that the digital marketing efforts will produce?
Southeast’s Office of Marketing and Communications manages digital marketing in-house, with limited external support. However, this office does not have the personnel capacity to manage large scale online program marketing.
 8. Will these digital marketing services co-exist and be coordinated with your existing marketing efforts?
Southeast anticipates continuing its digital marketing efforts but would assume if a partner were to take on marketing efforts, plans would be coordinated not to overlap.
 9. Is the brand campaign envisioned to be awareness-generating only, or can success measurement include capturing inquiry generation through brand terms on paid search?
Southeast currently runs paid campaigns for Southeast Online brand awareness as well as lead generation and enrollment. The University anticipates capturing inquiry generation and paid search to be a part of the measurement.

10. Is there any additional research or demographic information you can share about your existing student population?
- **75% of graduate and 84% of undergraduate online students are Missouri residents.**
 - **72% of online students are female.**
 - **Age Distribution: 18-24 (32%), 25-40 (52%), 41-60 (15%), Over 60 (1%)**
11. Are there target profiles for the type of prospective student (by category of offering) that the university can share?
- The University will work with the contractor to set achievable target profiles by type of prospective student.**
12. How many leads come through non-paid-media efforts, such as the school site and stealth applications?
- This year, 56% of Southeast's applicants have come via paid ads.**
13. Of the other universities or online competitors that offer similar programs, which do you consider your key competitors?
- A competitor analysis is not available at this time.**
14. Will the University be providing access to your Google Analytics to assist with tracking and optimizing the campaign?
- Southeast will provide the awarded partner with Google Analytics access.**
15. Will this effort include the University staff being readily available to make on-demand and timely revisions to your web properties and landing pages to accommodate enhanced performance of the digital marketing?
- Yes, but timeliness may be limited based on current staffing levels. There is one small team responsible for all web properties at the University.**
16. What reporting tools do you already have in place for your current activities?
- Other than Google Analytics, Southeast uses its CRM, Element 451. Our current ad partner uses an ad reporting tool, Swydo; however, Southeast does not have its own account.**
17. Do you have separate admissions teams/processes for undergrad/grad/online?
- The Office of Admissions processes undergraduate, graduate, and online applications. For some programs, graduate coordinators also review applications to determine admissibility.**
18. Please describe your current Enrollment Support process and team. How many enrollment coaches? What is your communication strategy?
- Southeast Online is comprised of a team of seven (7) FTE as well as student employees, including:**
- a. **Director**
 - b. **Assistant Director**
 - c. **Coordinator of Advising**
 - d. **Academic Advisor**
 - e. **Online Program Specialist**
 - f. **Online Instructional Coordinator**
 - g. **Administrative Assistant**
 - h. **student employees who staff an outreach team**
- Southeast Online utilizes the Elementt451 platform to manage prospect records, including inbound and outbound communications.**

19. What is unique about the program(s)?
Many of the University's academic programs are accredited by their respective professional organizations.
20. Do you have online courses already that you like/we can see?
The University does not currently provide external access to its courses in Canvas.
21. What concerns or barriers do you anticipate about transforming the program(s) for online?
Many of the University's programs are already online. For those that are not online, the biggest barrier will be allocating appropriate faculty time and resources for the project.
22. Describe the current curricular sequencing for students.
Four-year plans for all of Southeast's programs can be accessed from the University website: [Programs | SEMO](#)
23. Specify any programmatic elements that span the program (e.g., practicum, capstone, residency, etc.)
Southeast's online programs currently do not have any residency requirements, but many have a practicum or capstone that can be easily completed remotely.
24. Alignment with QM or other quality scorecard?
Southeast is transitioning from QM to OSCQR
25. Do you already have an orientation course for online students (e.g., an online new student orientation)?
Yes.
26. Credits per course
Credits per course is typically three (3) credit hours.
27. Typical term length
The University's typical term length is eight (8) or 16 weeks during the academic year. During the summer term, there are four (4) week, six (6) week, eight (8) week and 12 week options for our online courses.
28. Role of synchronous (live) sessions, if applicable
Southeast's 100% online programs currently do not have a synchronous option. However, the University does offer remote synchronous courses and HyFlex courses.
29. Anticipated enrollments of students/section
Dependent on the course, maximum enrollment for an online section can be between 30-35 students.
30. When will students start taking the courses?
Online courses are currently available for Fall Semester, Winter Session (between the fall and spring semesters), Spring Semester, and Summer Term.
31. How many courses will students take at once?
Students enroll in one (1) to five (5) courses at a time per semester.
32. When are faculty availability to start working on the courses?
Faculty are on 10-month contracts that run from August 1 to May 31.

33. Which roles will the contractor be interfacing with on campus (e.g., Director of Online, Program Director, etc.)?
Depending on the services that may be awarded, the contractor would interface with the Director of Southeast Online, Marketing/Communications, Admissions, and the Office of the Provost.
34. Are faculty developers already teaching the courses on ground or will they be new to the program?
The University anticipates participation from some full time faculty already on ground and also some adjuncts when needed.
35. What faculty development are you providing and/or looking for us to provide?
Southeast provides support services both through Southeast Online division and the Center for Teaching and Learning. The University expects the OPM provider to assist with Instructional Design support, especially for new programs/courses.
36. Is there a budget to tailor our solution to?
Southeast does not have a base budget for this initiative. All proposals received will be evaluated and cost will be considered as outlined in the RFP document.
37. Describe the student (experience/professional background, readiness for online, etc.) who is currently being accepted into the program.
We have a mix of traditional undergraduate students and non-traditional students. At the undergraduate level, about 50% are first generation, 35% are Pell-eligible, and a large percentage of students work full or part time to support their education. At the graduate level, about half move directly from undergraduate to graduate and the other half return to pursue their graduate degree after working full time for a few years (such as the University's Education majors).
38. What student are you trying to capture with your alternative delivery pathway?
The University wants to capture students with full-time jobs and/or have family obligations for which a traditional path may not be conducive, at both undergraduate and graduate levels. Southeast strives to provide all of its students with flexibility on how they access instruction.
39. What gaps in student readiness are you experiencing with your current curricular model?
Examples of such gaps include lack of flexibility and easy access, inconsistency with branding of courses in the LMS (though improved since adopting Canvas in 2020), and irregular timing of assessment/assignment deadlines.
40. Please describe Faculty experience with designing courses for the online, asynchronous, or synchronous modality? What models do they currently teach in?
Southeast's Faculty have experience with face to face, synchronous, asynchronous and HyFlex modalities.
41. Please share anything else we should know:
The University does not have anything additional to share at this time.
42. Can you provide three-year enrollment data (new and/or rolling enrollments) for the online programs included in the RFP?
See Attachment 1 - Online Program Headcount Enrollment.
43. Is the intent that any proposal should cover growth of all online programs listed in Appendix A or to identify a portfolio of programs with the highest growth opportunity that would meet the stated growth goal?

The University prefers to focus on the highest growth programs.

44. Should proposals include programs that are currently not online, but have high-growth potential if they were offered in an online format?
Yes.
45. The RFP includes options for both revenue share and fee for service models? Is there a preference for one of these models?
Submitted proposals should include both. The University anticipates some models as potentially purely fee-for-service and perhaps others revenue sharing.
46. Are there any additional details that can be shared about the desired growth on a more granular level?
Not at this time.
47. Will the University consider a continuous, five-year initial contract term?
Yes.
48. Will the University consider a contract that excludes the University's proposed right to terminate the contract upon convenience?
This item may be negotiable.
49. Will the University consider awarding contracts to more than one vendor?
It is not likely that multiple partners will be awarded contracts.
50. Can the University provide historical new annual enrollment data for the current online programs broken out by new enrollments for each program by start for the past 3 years or as long as possible?
See Attachment 1 - Online Program Headcount Enrollment.
51. Can the University provide historical inquiry and application data for the current online programs?
See Attachment 1 - Online Program Headcount Enrollment.
52. Can the University provide historical marketing spend data for the past 3 years or as long as possible?
Southeast has spent between \$100,000 and \$193,000 each of the past three years to advertise online programs.
53. How many start dates does the University have for each of the online programs listed in the proposal?
Currently, the University offers nine (9) start dates for undergraduates with the Fall and Spring semesters being the most popular. Graduate programs start in the Fall and Spring with some in the Summer, though this is on a program-by-program basis.
54. Does the University require instructional design support for all of the programs included in the proposal?
Yes.
- If not, can the University specify which programs require or would benefit from these services?
N/A
 - If it does, can the University provide additional detail about the instructional design support required (e.g., redesigning program curricula, updating courses, etc.)?
The University is open to negotiation for the scale and scope of the support needed with the awarded partner.

- Will the University consider proposals that do not offer instructional design services or only offer instructional design services to select programs?
No.

55. Is the institution open to a fee for service financial model, in lieu of revenue share agreement?
See Question 45.

56. How has the institution launched the 40 online programs to date—in house, point solution providers, Online Program Managers (OPM)?
Southeast has launched its current programs in house.

57. Is it a requirement of the vendor to provide career or placement assistance?
No.

58. Is it a requirement of the vendor to provide internship assistance?
No.

B. Pre-Proposal Conference Minutes



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

MEMORANDUM

Purchasing Department

MEMORANDUM for Record

Date: August 5, 2022

Subject: Pre-Proposal Conference Minutes for RFP 5989 – Online Program Management

A pre-proposal conference was held on August 5, 2022 via Zoom at 1:00 p.m.

Amy Hancock, Senior Buyer, opened the meeting.

Representatives from the University in attendance included:

Dr. Michael Godard, Provost
Dr. Debbie Below, VP of Enrollment Management and Student Success
Dr. Doug Koch, Vice Provost and Dean of Graduate Studies
Dr. Brad Sheriff, VP of Finance and Administration
Chelsea McNeely, Director of Southeast Online and Dual Credit
Lenell Hahn, Director of Admissions
Bruce Skinner, Associate VP for Student Life
Sue Wilde, AVP of Finance and Administration
Tonya Wells, AVP of Marketing and Communications
Lynda Seabaugh, Director of Purchasing and Accounts Payable
Amy Hancock, Senior Buyer

The following firms were known to have attended the meeting.

- Wiley University Services
- Academic Partnerships
- Anthology
- Collegis Education

The following information was discussed:

- General overview of the anticipated timelines for the RFP process and project
 - General overview of proposal submission procedure
 - Background information review provided by Dr. Debbie Below and Dr. Michael Godard
 - Opportunity for questions from potential offerors
- Note: Responses to questions received were provided to the respective offeror prior to the meeting and are attached herein.

The meeting concluded at approximately 1:30 p.m.

NOTES: This is the author's interpretation of the minutes. Corrections, additions, or changes should be addressed within three (3) business days of Amendment #1 issue date.

C. RFP closing date and time remain the same.

All other terms and conditions of Request for Proposal 5989 remain the same. If you have any questions regarding this information, please contact Amy Hancock at abhancock@semo.edu.

To acknowledge receipt of this amendment, the offeror should complete, sign, and return with the proposal response.

**SOUTHEAST MISSOURI STATE UNIVERSITY
ONLINE PROGRAM MANAGEMENT
REQUEST FOR PROPOSAL 5989
ATTACHMENT 1**

Online Program Headcount Enrollment, Fall 2020 v. Fall 2021

				Year		
				2020	2021	
College	Department	Major	Level	Headcount	Headcount	YoY Diff
College of Education, Health and Human Studies	Child & Family Studies	Child Care & Guidance	UG	3	6	3
		Child Fam Stu: Child Developmn	UG	1	13	12
		Child Fam Stu: Family Studies	UG	5	12	7
		Human Environ Studies:Fmly Stu	UG	25	16	-9
		Human Environ Studies:Child Dv	UG	1	4	3
	Coll of Educ, Health & Hum	Interdisciplinary Studies:EHHS	UG	0	1	1
		Autism Spectrum Disorder Cert	GR	0	1	1
	Elem, Early & Special Ed	UG	0	1	1	
		Elementary Education	GR	46	36	-10
		Exceptional Child (MAT)	GR	20	12	-8
		Exceptional Child (MA)	GR	22	20	-2
		Special Reading K-12 Licensure	GR	4	5	1
	Kinesiology, Nutrition &	Applied Nutrition	GR	0	18	18
		Specialist/Educational Admin	SP	40	47	7
	Leadership, Mdl & Sec Educ	Educational Leadership	GR	29	57	28
		Elementary Administration	GR	34	1	-33
		MSED: STEM Content	GR	3	2	-1
		Secondary Administration	GR	27	1	-26
		Secondary Education:Educ Std	GR	14	11	-3
		Secondary Education: Educ Tech	GR	19	14	-5
		Teacher Leadership (MA)	GR	22	28	6
		Teacher Leadership (EDS)	SP	27	32	5
		Nursing	Nursing	UG	39	35
	Psychology & Counseling	Applied Behavior Analysis	GR	20	37	17
		Industrial/Organizational Psyc	GR	0	4	4
		Psychology (BA)	UG	112	128	16
		Psychology	UG	3	2	-1
College of Humanities and Social Sciences	Coll of Humanities & Soc	General Studies	UG	102	108	6
		Criminal Justice (MS)	GR	16	13	-3
	Crim Justice, Soc Work & Soc	GR	0	7	7	
		Criminal Justice	UG	63	60	-3
	English	TESOL (MA)	GR	50	45	-5
	History & Anthropology	Social Science	UG	30	34	4
Pol Sci, Philosophy &	Public Administration	GR	17	16	-1	
College of Science, Technology, Engineering and Mathematics	Engineering & Technology	Applied Technology	UG	4	4	0
		Industrial & Systems Engr	UG	1	0	-1
		Technology Management (MS)	GR	0	6	6
		Tech Mgt: Customized (MS)	GR	4	3	-1
		Tech Mgt:Technology Mgmt	UG	6	6	0
Harrison College of Business and Computing	Acctg, Economics &	Accounting	UG	39	59	20
		Computer Science	Applied Computer Science (MS)	GR	20	33
	Harrison Coll of Busn & Comp	Computer Information Systems	UG	42	39	-3
		Accounting (MBA)	GR	3	12	9
		General Management	GR	42	42	0
		Health Administration (MBA)	GR	7	8	1
		Interdisciplinary Studies: BC	UG	3	2	-1
		Sport Management (MBA)	GR	0	1	1
		Healthcare Administration	UG	21	22	1
	Management	Healthcare Mgt: Admin Opt Cert	GR	0	1	1
		Healthcare Mgt: Administration	GR	22	14	-8
		Healthcare Mtg: General	GR	3	6	3
		Healthcare Mgmt:Informatics	GR	5	2	-3
		UG	10	12	2	
		Healthcare Mgt:Qual/Pnt Safety	GR	1	1	0
		UG	24	30	6	
		Management (MS)	GR	3	4	1
Marketing	Business Administration	UG	141	138	-3	
Grand Total				1195	1272	77

Online Program NEW STUDENT Headcount Enrollment, Fall 2020 v. Fall 2021

College	Department	Major	Level	Year		YoY Diff
				2020	2021	
Headcount	Headcount					
College of Humanities and Social Sciences	Coll of Humanities & Soc Sci	General Studies	UG	14	20	6
	Crim Justice, Soc Work & Soc	Criminal Justice (MS)	GR	9	5	-4
		Criminal Justice	GR	0	5	5
			UG	8	8	0
	English	TESOL (MA)	GR	16	16	0
	History & Anthropology	Social Science	UG	5	5	0
Pol Sci, Philosophy & Religion	Public Administration	GR	8	4	-4	
College of Education, Health and Human Studies	Child & Family Studies	Child Care & Guidance	UG	0	1	1
		Child Fam Stu: Child Developmn	UG	1	4	3
		Child Fam Stu: Family Studies	UG	2	2	0
		Human Environ Studies:Fmly Stu	UG	1	0	-1
	Elem, Early & Special Ed	Autism Spectrum Disorder Cert	GR	0	1	1
		Elementary Education	UG	0	1	1
		Elementary Education	GR	19	12	-7
		Exceptional Child (MAT)	GR	6	0	-6
		Exceptional Child (MA)	GR	11	8	-3
		Special Reading K-12 Licensure	GR	2	2	0
	Kinesiology, Nutrition & Rec	Applied Nutrition	GR	0	17	17
	Leadership, Mdl & Sec Educ	Specialist/Educational Admin	SP	14	25	11
		Educational Leadership	GR	29	26	-3
		Elementary Administration	GR	2	0	-2
		MSED: STEM Content	GR	2	0	-2
		Secondary Administration	GR	1	0	-1
		Secondary Education:Educ Std	GR	5	3	-2
		Secondary Education: Educ Tech	GR	4	4	0
		Teacher Leadership (MA)	GR	7	11	4
		Teacher Leadership (EDS)	SP	16	10	-6
	Nursing	Nursing	UG	4	12	8
	Psychology & Counseling	Applied Behavior Analysis	GR	20	20	0
		Industrial/Organizational Psyc	GR	0	4	4
Psychology (BA)		UG	21	21	0	
Psychology		UG	0	1	1	
College of Science, Technology, Engineering and Mathematics	Engineering & Technology	Applied Technology	UG	2	0	-2
		Technology Management (MS)	GR	0	5	5
		Tech Mgt: Customized (MS)	GR	3	1	-2
		Tech Mgt:Technology Mgmt	UG	1	0	-1
Harrison College of Business and Computing	Acctg, Economics & Finance	Accounting	UG	16	15	-1
	Computer Science	Applied Computer Science (MS)	GR	12	12	0
		Computer Information Systems	UG	8	8	0
	Harrison Coll of Busn & Comp	Accounting (MBA)	GR	2	7	5
		General Management	GR	17	18	1
		Health Administration (MBA)	GR	2	6	4
	Management	Healthcare Administration	UG	4	4	0
		Healthcare Mgt: Admin Opt Cert	GR	0	1	1
		Healthcare Mgt: Administration	GR	7	1	-6
		Healthcare Mtg: General	GR	1	1	0
		Healthcare Mgmt:Informatics	GR	2	0	-2
			UG	2	2	0
		Healthcare Mgt:Qual/Pnt Safety	GR	1	1	0
			UG	4	4	0
	Management (MS)	GR	1	1	0	
	Marketing	Business Administration	UG	26	15	-11
	Grand Total				338	350

Online Program NEW GRADUATE STUDENT Applicant Yield: Fall 2021

Applied/Admitted/Enrolled counts reflect students who selected WEB Campus on the admission application. Some majors listed below are not offered as online programs. Similarly, there are applicants who did not select WEB at the time of admission, then enrolled in an online program. Those students are not counted in this report.

CollName	DeptName	MajorDesc	Applied	Admitted	Enrolled
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Autism Spectrum Disorder Cert	7	4	3
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Elementary Education	22	12	12
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Exceptional Child (MA)	18	12	8
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Special Reading K-12 Licensure	5	4	5
Coll of Educ, Health & Hum Stu	Kinesiology, Nutrition & Rec	Applied Nutrition	21	19	18
Coll of Educ, Health & Hum Stu	Leadership, Mdl & Sec Educ	Educational Leadership	47	31	26
Coll of Educ, Health & Hum Stu	Leadership, Mdl & Sec Educ	MSED: STEM Content	5	0	0
Coll of Educ, Health & Hum Stu	Leadership, Mdl & Sec Educ	Secondary Education: Educ Tech	4	3	3
Coll of Educ, Health & Hum Stu	Leadership, Mdl & Sec Educ	Secondary Education: Educ Std	14	4	3
Coll of Educ, Health & Hum Stu	Leadership, Mdl & Sec Educ	Specialist/Educational Admin	35	28	25
Coll of Educ, Health & Hum Stu	Leadership, Mdl & Sec Educ	Teacher Leadership (EDS)	12	10	11
Coll of Educ, Health & Hum Stu	Leadership, Mdl & Sec Educ	Teacher Leadership (MA)	13	11	11
Coll of Educ, Health & Hum Stu	Nursing	Psych Mntl Hlth Nurse Pract	8	6	0
Coll of Educ, Health & Hum Stu	Psychology & Counseling	Applied Behavior Analysis	136	21	20
Coll of Educ, Health & Hum Stu	Psychology & Counseling	Industrial/Organizational Psyc	10	6	4
Coll of Humanities & Soc Sci	Crim Justice, Soc Work & Soc	Criminal Justice	6	1	3
Coll of Humanities & Soc Sci	Crim Justice, Soc Work & Soc	Criminal Justice (MS)	13	7	4
Coll of Humanities & Soc Sci	English	TESOL (MA)	42	31	17
Coll of Humanities & Soc Sci	Pol Sci, Philosophy & Religion	Public Administration	11	5	3
Coll of Sci, Tech, Engr & Math	Engineering & Technology	Technology Management (MS)	10	8	5
Harrison Coll of Busn & Comp	Computer Science	Applied Computer Science (MS)	46	21	11
Harrison Coll of Busn & Comp	Computer Science	Cybersecurity	2	0	0
Harrison Coll of Busn & Comp	Harrison Coll of Busn & Comp	Accounting (MBA)	15	7	7
Harrison Coll of Busn & Comp	Harrison Coll of Busn & Comp	General Management	43	20	17
Harrison Coll of Busn & Comp	Harrison Coll of Busn & Comp	Health Administration (MBA)	18	9	5
Harrison Coll of Busn & Comp	Management	Healthcare Mgmt: Informatics	4	2	0
Harrison Coll of Busn & Comp	Management	Healthcare Mgt: Admin Opt Cert	1	1	1
Harrison Coll of Busn & Comp	Management	Healthcare Mgt: Administration	6	3	1
Harrison Coll of Busn & Comp	Management	Healthcare Mgt: Gen Option Cert	3	0	0
Harrison Coll of Busn & Comp	Management	Healthcare Mgt: Qual/Pnt Safety	6	2	2
Harrison Coll of Busn & Comp	Management	Healthcare Mtg: General	7	3	1
Harrison Coll of Busn & Comp	Management	Management (MS)	7	1	1
			597	292	227

Online Program NEW UNDERGRADUATE STUDENT Applicant Yield: Fall 2021

Applied/Admitted/Enrolled counts reflect students who selected WEB Campus on the admission application. Some majors listed below are not offered as online programs. Similarly, there are applicants who did not select WEB at the time of admission, then enrolled in an online program. Those students are not counted in this report.

CollName	DeptName	MajorDesc	Applied	Admitted	Enrolled
Coll of Educ, Health & Hum Stu	Child & Family Studies	Child Fam Stu: Child Developmn	36	14	4
Coll of Educ, Health & Hum Stu	Child & Family Studies	Child Fam Stu: Family Studies	10	4	3
Coll of Educ, Health & Hum Stu	Child & Family Studies	Human Environ Studies:Child Dv	1	1	1
Coll of Educ, Health & Hum Stu	Child & Family Studies	Child Care & Guidance	11	3	3
Coll of Educ, Health & Hum Stu	Coll of Educ, Health & Hum Stu	No Major Declared - EHHS	2	0	0
Coll of Educ, Health & Hum Stu	Communication Disorders	Communication Disorders	2	0	0
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Autism Spectrum Disorder Cert	11	3	1
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Early Childhood Education	1	0	0
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Elementary Education	2	1	0
Coll of Educ, Health & Hum Stu	Elem, Early & Special Ed	Exceptional Child (EarlyChild)	1	1	0
Coll of Educ, Health & Hum Stu	Kinesiology, Nutrition & Rec	Health Sciences	1	1	0
Coll of Educ, Health & Hum Stu	Kinesiology, Nutrition & Rec	Pre-Physical Therapy	1	1	0
Coll of Educ, Health & Hum Stu	Nursing	Nursing	5	4	0
Coll of Educ, Health & Hum Stu	Nursing	Nursing	58	25	17
Coll of Educ, Health & Hum Stu	Psychology & Counseling	Psychology	1	0	0
Coll of Educ, Health & Hum Stu	Psychology & Counseling	Psychology (BA)	101	44	30
Coll of Humanities & Soc Sci	Coll of Humanities & Soc Sci	General Studies	125	64	35
Coll of Humanities & Soc Sci	Coll of Humanities & Soc Sci	No Major Declared - HumSocSci	1	0	0
Coll of Humanities & Soc Sci	Crim Justice, Soc Work & Soc	Criminal Justice	66	20	11
Coll of Humanities & Soc Sci	Crim Justice, Soc Work & Soc	Social Work	2	0	0
Coll of Humanities & Soc Sci	History & Anthropology	Social Science	32	19	10
Coll of Humanities & Soc Sci	History & Anthropology	Social Studies	2	2	0
Coll of Humanities & Soc Sci	Pol Sci, Philosophy & Religion	Political Science (BS)	1	1	0
Coll of Sci, Tech, Engr & Math	Biology	Biology:Micro/Cell/Molec/Biote	1	1	0
Coll of Sci, Tech, Engr & Math	Chemistry & Physics	Chemistry	1	1	0
Coll of Sci, Tech, Engr & Math	Engineering & Technology	Applied Technology	5	3	0
Coll of Sci, Tech, Engr & Math	Engineering & Technology	Engineering Physics: Mech Appl	1	1	0
Coll of Sci, Tech, Engr & Math	Engineering & Technology	Tech Mgt:Technology Mgmt	12	1	1
Harrison Coll of Busn & Comp	Acctg, Economics & Finance	Accounting	66	30	21
Harrison Coll of Busn & Comp	Acctg, Economics & Finance	International Business	1	0	0
Harrison Coll of Busn & Comp	Computer Science	Computer Information Systems	40	17	10
Harrison Coll of Busn & Comp	Computer Science	Computer Science	2	1	0
Harrison Coll of Busn & Comp	Computer Science	Cybersecurity	1	0	0
Harrison Coll of Busn & Comp	Management	Healthcare Administration	29	10	5
Harrison Coll of Busn & Comp	Management	Healthcare Mgmt:Informatics	10	6	2
Harrison Coll of Busn & Comp	Management	Healthcare Mgt:Qual/Pnt Safety	16	8	4
Harrison Coll of Busn & Comp	Management	Management: Management	1	1	0
Harrison Coll of Busn & Comp	Marketing	Business Administration	110	41	23
Holland Coll of Arts & Media	Art & Design	Art (BFA)	1	1	0
Holland Coll of Arts & Media	Mass Media	Mass Comm:MultimediaJournalism	1	1	0
Holland Coll of Arts & Media	Music	Performance: Vocal	1	0	0
No College Designated	Undeclared	No Major Declared	9	2	0
No College Designated	Undeclared	No Major Required	27	2	0
			808	335	181



August 24, 2022

Academic Partnerships is pleased to submit a proposal for the Southeast Missouri State University Request for Proposal (RFP) 5989 – Online Program Management. Academic Partnerships' mission is to help public universities increase access to their high-quality, postsecondary education.

Since 2007, we have assisted our partners in the development of robust and engaging online programs that have served more than 300,000 students. Our comprehensive services are designed to support the entire process of a university's online enablement, from assistance with initial program design and development, market research and the preparation of university systems and processes to support enrollment growth, to the recruitment and enrollment of qualified students and student retention through program completion.

We have a highly successful track record of positioning our partners' online programs for sustainable enrollment and revenue growth in an environment of increasing competition, and we take pride in our university partners' high student persistence rates. We have no competing business lines that would detract us from helping Southeast Missouri State University expand its online presence.

The combination of our proven track record, the effectiveness of our best practices and our customized approach to the launch and delivery of programs online have yielded meaningful results for our partner institutions, positively impacting the workforce in their communities and beyond.

As outlined in our response, your programs will be supported by a team of diverse and experienced professionals who are committed to the success of your students, faculty and administration. In our proposal, we include information on both AP's revenue share model, known as the AP HigherEdge®, and our fee-for services model, the AP Edge™.

We look forward to answering any questions you may have and sharing more details of our past successes and vision for a partnership that would help support the Southeast Missouri State University mission of expanding access to student-centered, quality academics and experiential learning.

Sincerely,

Howard Rouse
Chief Operating Officer & President
Academic Partnerships

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EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION

Founded in 2007, Academic Partnerships, LLC (AP) has provided research, integrated marketing, enrollment and retention support to higher education clients for more than 15 years. Our mission is to help institutions grow and students succeed by increasing access to top-quality, workforce-relevant education delivered online. Our aim is to be the best partner to the institutions we serve by leveraging our core strengths and capabilities in pursuit of their goals.

We partner with colleges and universities on a broad spectrum of online options, from bachelor's, master's, postgraduate and doctoral programs to professional certificates. More than 90% of AP-supported programs are focused on high-growth disciplines and career fields across business, education, healthcare, technology and undergraduate studies.¹

AP currently represents 900+ online programs across 50+ partner institutions throughout the U.S.² Approximately 90% of our partners are public universities.³ We are also proud to support Minority Serving Institutions, and we welcomed our first HBCU partner in 2021. We also partnered with our first Canadian university in 2021.



50+

Partner Universities



300,000+

Learners & Alumni



7,700+

Course Options



900+

Degree & Credential Programs

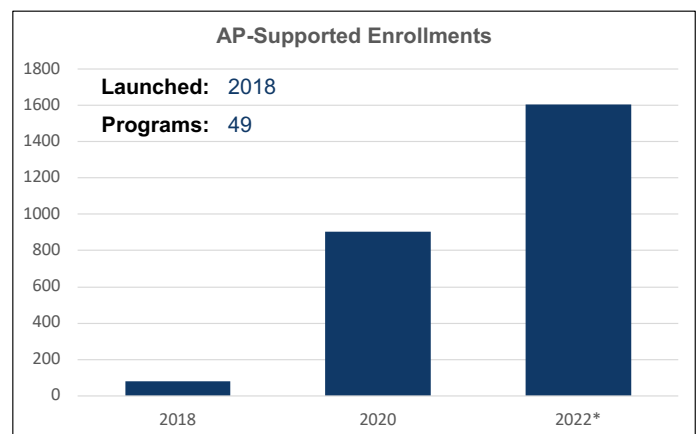
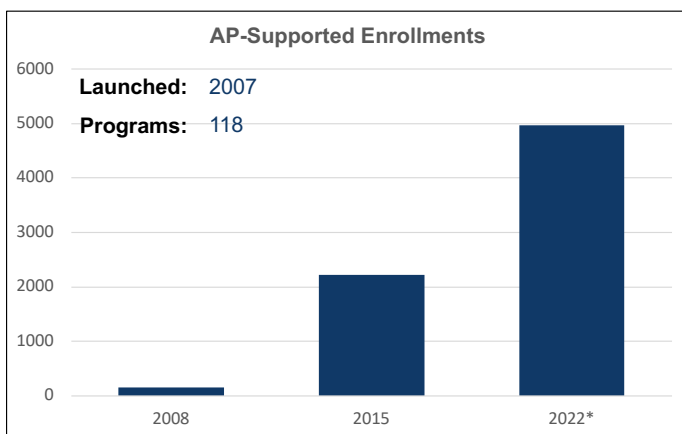


>25%

of AP partners are Minority Serving Institutions

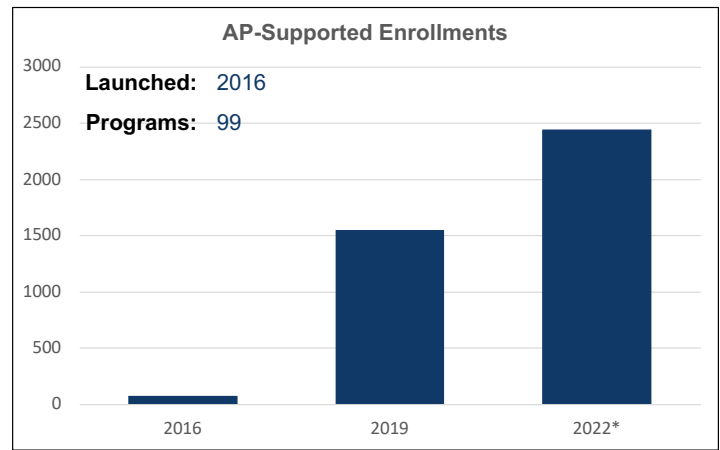
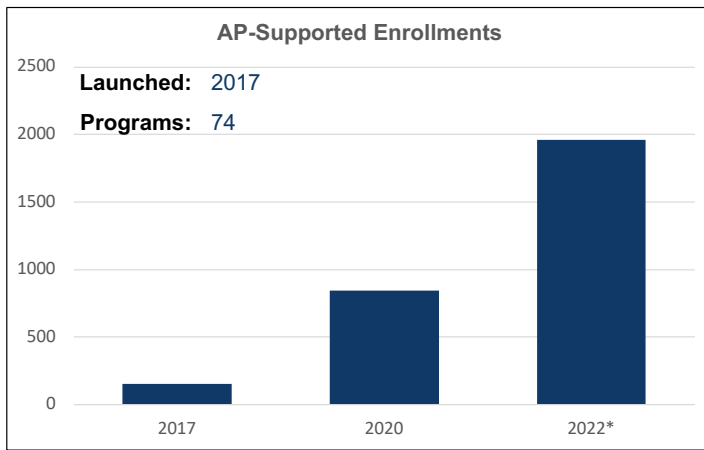
AP's experience partnering with universities to offer online programs similar to SEMO's undergraduate, master's and certificate programs named in this RFP gives us actionable data-driven insights into successfully growing enrollments for those programs. AP currently supports a broad scope of high-demand degree and certificate programs in business, education, nursing and healthcare, technology, and a full range of undergraduate programs.

AP's track record of positioning 50+ university partners and their students for success and significantly growing their partner share in the online education space is one of our core strengths and differentiators. Examples of AP-supported partner institutions and their successes growing enrollment across their online program portfolios are shown here:



^{1,2} Boston Consulting Group Analysis (2020), Thirty Two Edu and Academic Partnerships Internal Data, January 2022

³ Academic Partnerships - Internal Data, January 2022



The examples shown in the charts above are the actual enrollment experiences of a few, select university partners. Southeast’s enrollment experience will vary from these results based on cost, geography, program offerings and structure, operational capacity, brand, market conditions and other factors. For these reasons, these examples do not represent a SEMO enrollment forecast. Actual enrollment estimates will be provided during the development and launch phase for each individual online program supported by AP during the partnership.

Steady Growth

AP’s experience in supporting and marketing degree programs tailored to the needs of working students, and in delivering a high-quality online learning experience, have also helped facilitate steady growth for our partners. Our expertise in marketing a broad range of high-demand graduate programs for professionals interested in career change or advancement is one key to our success, as cited below:

- AP has grown multiple university partner education program portfolios to 1,000+ students and transformed them from locally recognized into market leaders.⁴
- Our collaboration with university partners has also helped establish the second-, fourth- and eighth-largest public university graduate schools of education in the U.S. by degree conferrals.⁵
- One of our partners has become the nation’s largest online public university nursing school during its time with AP.⁶ The university’s graduate healthcare programs have grown from fewer than 200 enrollments in 2008 to over 5,000 in 2021.⁷ New graduate enrollments in AP-supported nursing and healthcare programs also grew 19% overall from 2019 to 2021.⁸
- AP has grown multiple partners’ education program portfolios to 1,000+ students and transformed them into online market leader.⁹
- AP-supported technology programs are growing to meet increased educational demand among students and employers. Cumulative new enrollments (undergraduate, graduate and certificate students) increased by 203% from 2019 to 2021.¹⁰

^{4, 7, 8, 9} Academic Partnerships – Internal Data, January 2022.

⁵ National Center for Education Statistics-Integrated Postsecondary Education Data System (NCES-IPEDS), 2021.

⁶ American Association of Colleges of Nursing, Research and Data Services, 2021.

^{9, 10} Academic Partnerships – Internal Data, April 2022.

Satisfied Students

The impact of our work on students is also measurable and clear:

- More than 93% of students in AP-supported programs surveyed report being satisfied or very satisfied with their online degree program¹¹
- Alumni of AP-supported programs also report high satisfaction, citing the convenience (97%), program length (96%), education quality (90%), types of programs offered (92%) and affordability (89%)¹²
- University partner programs supported by AP are tailored to the needs of working adults. More than 97% of respondents in AP's 2020/2021 Impact Survey were employed in business, education or nursing¹³

See Scope of Work, Section 1. Institutional Partnership for specific information about the size of the vendor, successful projects and other information relative to this RFP.

^{11, 12} Chief Outsiders Survey, January 2021.

¹³ Academic Partnerships 2020/2021 Impact Report and Chief Outsiders Survey, January 2021.

**SOUTHEAST MISSOURI STATE UNIVERSITY
ONLINE PROGRAM MANAGEMENT
REQUEST FOR PROPOSAL 5989**

**ATTACHMENT 1
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references as requested on page 12, item 8.3 of RFP 5989.

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No . _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No . _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No . _____

Brief Description _____

SCOPE OF WORK

1. INSTITUTIONAL PARTNERSHIP:

a. Describe your process for working with a campus to develop online academic programs and establish enrollment goals for the programs.

Comprehensive Services Approach

AP's university-centric online program facilitation model, the AP HigherEdge[®], is based on a set of industry-proven best practices and a close collaboration with appropriate institutional stakeholders. AP HigherEdge[®] helps universities launch and manage—or accelerate—the growth of their existing online initiative through a comprehensive service solution.

AP's portfolio of services includes:

- Competitive market research and program analysis to effectively position SEMO's online offerings in the marketplace
- Strategic prospective student outreach via data-driven integrated marketing
- Student enrollment and retention support through program completion
- Academic support including program planning, instructional design, assistance in course conversion, quality reviews and faculty professional development
- Operational support to assist SEMO with the adaptation of its existing systems, processes and technologies to align for enrollment growth and prepare for an optimal online student experience

AP's data-driven approach to assisting university partners in developing online academic programs and establishing enrollment goals for the programs is both comprehensive and collaborative, beginning with market research and encompassing marketing planning based on enrollment goals. Based on this information, AP formulates a go-to-market plan to account for all marketing activities and success metrics.

Market Research

Robust market research and analysis is one of the core services AP provides, keeping our partners ahead of their competitors in a fast-evolving online higher education environment. AP's research expertise will help SEMO position the online program portfolio proposed in this RFP for both short- and long-term success.

Degree program selection is paramount to the success of any fully online initiative. AP's market research team will conduct a thorough analysis, as described below in 2.a. and 2.b. of programmatic market demand and trends, market size, growth potential and the overall competitive landscape, to assess program viability for serving the adult learner.

For an online degree program portfolio to be successful, it must reflect demand in the market as well as the needs of the working adult. AP works with each university partner to select programs from across the university. While business, healthcare and education are three of the highest-demand areas for working adults, AP represents programs from many different colleges and academic departments.

AP will regularly monitor local, regional and national market trends and will recommend new online programs for SEMO's consideration that hold strong potential for long-term enrollment growth.

Marketing Planning

AP will work to understand SEMO's brand promise, unique value proposition and program-level differentiators, while applying the insights derived from market research and analysis in preparing a go-to-market plan for each launch. AP marketing planning will account for all program marketing activities and will be continually adjusted and optimized to deliver on enrollment expectations.

More information on this process follows in RFP sections 1. Institutional Partnership and 2. Program Marketing. As detailed in the market research section of this proposal, AP will maintain a proactive approach to current and emerging trends providing robust research, analysis and recommendations for initial program launch and possible portfolio expansion.

b. Describe how you have partnered with other universities similar to Southeast Missouri State University to offer components of a robust online program management program, including course design, video and digital asset production, marketing, recruitment, student support, and program evaluation.

AP has worked with 42 of its 50+ institutional partners for more than five years, developing and launching online degree programs that continue to display dynamic growth in online enrollment performance. In every case, the AP HigherEdge® integrated services model of online facilitation and program management includes all components listed in 1.b. including project management, research, assistance with course design, omni-channel marketing inclusive of digital and video marketing assets, prospective student outreach (recruitment), student enrollment support, student retention support, and data-driven program reporting and evaluation.

The following case studies highlight our success in serving a representative grouping of AP partner universities—offering a spectrum of online programs. SEMO's experience may vary significantly from these examples.

Case Study 1

AP's successful partnership with two key institutions in a statewide university system has produced strong program and enrollment growth of qualified applicants. The system's educational network currently includes nine universities and five regional health science centers.

University A is the second largest in its system, with a total enrollment of more than 60,000 students learning online and in person.¹⁴ During AP's partnership with this university, it has added 23 online nursing programs and certificates. Driven by AP-supported nursing and healthcare programs, this university partner has also become the largest online public university nursing school in the U.S.¹⁵

The university began its ongoing partnership with AP in 2008 with a single online degree program, the RN to BSN. The program has served thousands of students since and added more than 16,000 new enrollments since 2018.¹⁶ Graduate healthcare programs have also grown from fewer than 200 enrollments in the university's first year as an AP partner to more than 5,000 in 2021.¹⁷

The partner's current programs span business, education and healthcare, including two AP-supported online BSN options, seven MSN options, public health and doctoral degree programs and a number of master's-level nursing certificates—all boosting online enrollment growth of qualified students.

¹⁴ AP university partner website, accessed January 31, 2022.

¹⁵ American Association of Colleges of Nursing, Research and Data Services, 2021.

^{16,17} Academic Partnerships – Internal Data, April 2022.

University B has seen steady online program portfolio growth during its nine-year partnership with AP, and currently offers four MBA concentrations in high-demand career fields. The university is located in a regional healthcare hub, and its AP-supported online MBA with a Concentration in Healthcare Management was also one of the first made available to serve the area's workforce.

AP-supported programs have enrolled more than 2,700 students during the partnership,¹⁸ representing significant scaled enrollment growth for this university of 10,000 students.¹⁹

Case Study 2

AP's partnership with two regional universities within a large statewide system consisting of a network of 11 universities, eight state agencies and a comprehensive health science center reflects tailored approaches to growing online enrollments.

University A in this study has partnered with AP for nearly a decade. During that time, the institution has offered only online MBA programs through the partnership. Experiencing significant growth, this university has progressed from an in-state brand reputation to one known nationally based on its quality and affordable online MBA offering in-demand specializations.

Faced with increased competition for MBA students, in 2019, the university optimized its MBA programs, following AP's guidance based on market research. As a result, new enrollments of qualified applicants led to a three-year growth of 83% from 2019 to 2021 and overall enrollment growth of 80% during that time frame.²⁰ As of March 2022, the university had almost 2,000 active enrollments across its MBA and Master of Accountancy programs.²¹

University B, a sister institution within the system, began its partnership with AP in 2018 with online program offerings in several of its colleges. This partner's AP-facilitated portfolio now includes seven online MBA programs, nine education programs, two nursing programs and MS programs in criminal justice and information science.

In addition to online master's programs, this institution also offers an online RN to BSN, an alternative teacher certification program and professional certificates (short courses) in nursing and technology. Online program growth has been accelerated by AP market research and the university's responsiveness to regional workforce needs.

As a result, this AP partner grew new MBA enrollments by 1,279% from 2018 to 2021.²² The university also achieved 828% enrollment growth in its education master's programs over the same period.²³ As of March 2022, the university had more than 1,000 active enrollments across its broad portfolio of AP-supported online programs.²⁶

By following the AP model of affordable, accelerated online programs with multiple starts and engaging, career-focused coursework that meets the real-life needs of adult learners, both university partners have experienced enrollment growth of qualified applicants their way, at their own pace.

^{18, 20, 21, 22, 23, 24} Academic Partnerships - Internal Data, April 2022.

¹⁹ AP university partner website, accessed January 31, 2022.

Case Study 3

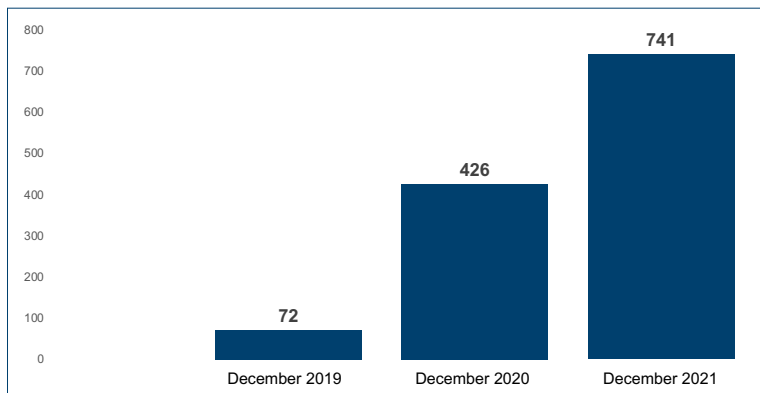
AP began its partnership with this U.S. university system in 2016, with the first group of online students starting classes that September. The system is now comprised of seven universities, a law school and multiple campuses, with a total annual enrollment of almost 30,000 students in online and in-person programs.²⁵

AP has ongoing online program management partnerships with three of the universities within this system and the collaboration allows the respective universities to keep their individual identities and branding while benefiting through some shared economies of scale:

- Complementing online undergraduate and graduate programs in business allow students to stay within the university system as they advance in their education
- AP worked with program directors and operations to set up programs from the start (both in coursework and data management) that allow for this in-system approach
- Two system universities offer different but complementary nursing programs, with two programs shared between them. AP worked in tandem with the partners to set up and help facilitate a good student experience

AP also collaborated with university program directors and operations to allow enrollment teams to seamlessly transfer students to keep them within the university system as they progress.

System New Enrollment Growth²⁶



c. Provide a listing of your current contracted higher education partners and the online programs currently offered or anticipated to be offered in the next 12 months.

Confidentiality agreements with AP's existing 50+ partners prevent identifying them by name in this RFP, but AP is committed to serving adult students in the SEMO service region and beyond and, as a partner, would be fully dedicated to the success of SEMO's online programs.

AP currently supports more than 900 academic programs across a range of high-demand areas of study spanning the major verticals of business, education, healthcare and nursing, technology, and undergraduate studies. These range from undergraduate, master's and post-master's degrees to doctoral degrees and certificates, with more partner programs being added in the next 12 months. While there are more than can be noted here, a list of online programs AP supports for partners is included in the Appendix.

²⁵ AP university partner website, accessed January 31, 2022.

²⁶ Academic Partnerships - Internal Data, April 2022.

d. Describe the range of online program offerings your firm has experience in developing.

As described above, in the introduction as well as in 1.c., AP has broad and highly successful experience in helping partners develop a full spectrum of programs across academic levels and major topics of interest to online adult learners. These include associate, bachelor's, master's, post-master's, doctoral and certificate programs across the major verticals of business, education, nursing and healthcare, technology, and undergraduate studies.

e. Describe the process(es) used by your firm to ensure other university partners under contract with your firm do not offer the same programs or that the program offerings do not compete for the same students.

Prior to considering a potential new university partner, market analysis is performed to identify the value AP can bring to the university. The market analysis includes the university profile (university leadership, size of the university, brand and the degree program mix available to serve the working adult), size of the market, employer demand, and regional competition, including whether or not AP already has a partner within the state. AP will not work with other partners in a region unless the market analysis as noted above indicates that the academic programs can be differentiated in the market and there is a high probability of success for all partners.

AP considers partnering with an institution when an unmet need is identified and there is evidence to support the long-term value AP can bring to the prospective partner based on research findings, and programs considered to best meet the needs of adult learners the university strives to serve. AP's partnership model makes certain that each partner university receives customized marketing planning to achieve enrollment and revenue goals set by AP in collaboration with the partner.

When a partnership begins, each university is set up as an independent business within AP, providing partner-dedicated resources. All marketing efforts focus on a specific partner's unique brand characteristics and the value of its educational offerings. The overall plans and team are designed to provide a tailored experience that achieves target enrollment and revenue goals in collaboration with the partner.

AP is committed to serving adult students in the SEMO region and, as a partner, would be fully dedicated to the success of SEMO's online programs.

f. Describe your capacity for launching new academic programs in a year.

Once a contractual agreement begins between AP and a university partner, AP guides the partner through an established implementation process with designated stakeholders, timelines and deliverables. Following this collaborative process allows for new online programs to be launched in a 10-month timeframe. See further details on AP's implementation plan and timeline in 1.g. below.

g. Describe the typical implementation plan and your proposed implementation timeline.

Partnership Process – Operational Discovery

The partnership process begins with operational discovery. As SEMO's partner, AP will engage its Partner Support (PS) team with the University's admissions, registration, IT, and other administrative offices to understand their existing workflows, process, procedures, systems and technologies.

The PS team will assist SEMO in making any changes to the student journey in consideration of an accelerated, flexible model with multiple start dates, and adjusting it to meet the needs and expectations of prospective and enrolled online students. The mutual goal of these changes is to enable a simple and seamless application and enrollment process that ultimately provides a supportive environment for all online learners, resulting in high persistence and program completion rates.

The operational discovery and refinement process with SEMO will encompass:

- Applying joint processes to support prospective and enrolled online students, including application processing, acceptance processing, orientation and advising, and management of student registration (registration and records)
- Acting on AP-specific and SEMO-specific roles and responsibilities, as delineated, in support of prospective and enrolled students
- Identifying any inefficiencies and redundancies in the online student journey
- Envisioning together the most optimal “future state” for the online student journey and a timeline for implementation of any identified changes to be made
- Determining and documenting the project scope to launch online programs and an implementation plan with timelines and deliverables

In addition, the PS team will coordinate parallel sessions between the University stakeholders and AP’s Academic Services and Products (ASP), Marketing and Technology teams to focus on understanding and helping refine SEMO’s existing resources and capabilities within each area as needed. Together, AP and SEMO will jointly develop a customized roadmap with function-specific objectives to meet the established launch date(s).

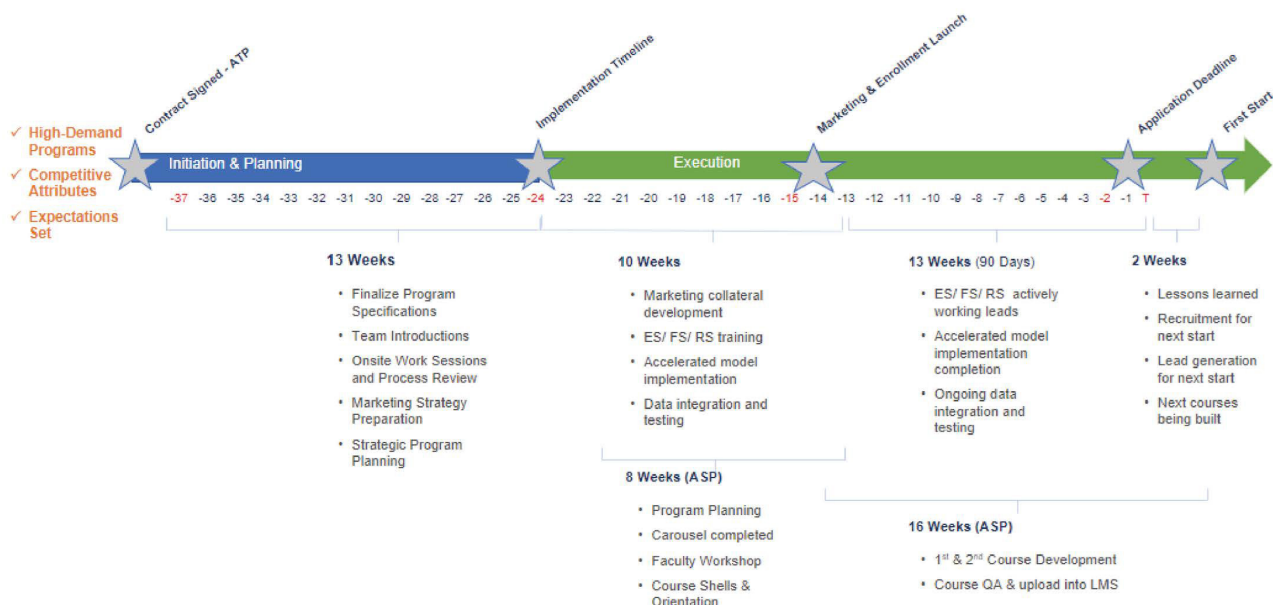
Master Launch Plan

Upon agreement with SEMO on any adjustments to the student journey—which may pertain to the admission and registration workflows, enrollment cycle times, and communication strategy—the PS team will create a master implementation plan with deliverables, timelines and responsible stakeholders to effect the changes.

The SEMO-specific plan will also include, among others, agreed-to milestones from the cross-functional discovery sessions with SEMO’s marketing and technology teams, online program and course development or enhancement timelines and a transparent mechanism to track progress against the plan. To make certain the launch of SEMO’s online initiative happens as quickly as possible, the PS team and SEMO will jointly establish a project governance with clear accountability structures and escalation pathways.

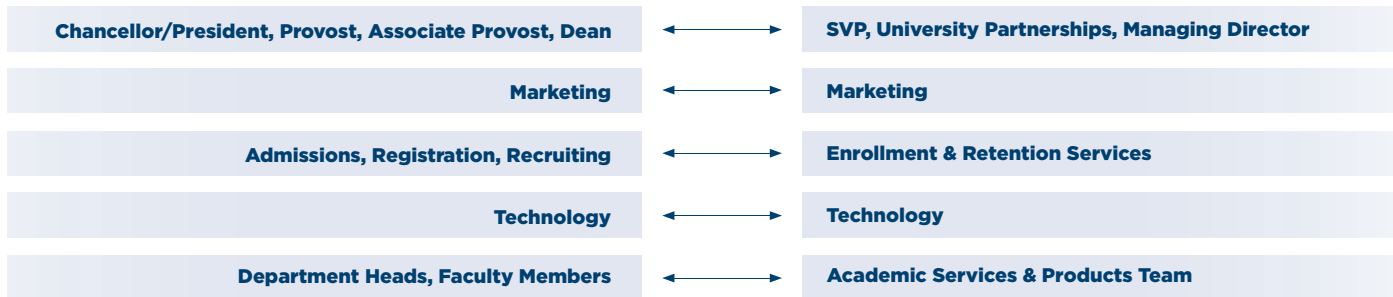
SEMO’s launch will follow AP’s standardized process, based on the attainment of critical milestones across multiple functional areas as listed below:

University Partner Launch Timeline



AP's team will also consult with specific program personnel to recommend best practices at the operational level, as outlined above, as well as at the departmental level.

Once services commence, AP will assign SEMO a University-centric team of professionals responsible for servicing the relationship across multiple functional areas for the duration of the partnership. The purpose of this team will be to successfully launch and support SEMO online programs and achieve shared goals.



All members of this team will have deep experience with launching university online initiatives, and will be led by a Managing Director (MD) as well as a Senior Vice President of University Partnerships (SVP).

The MD will serve as SEMO's principal executive-level point of contact, overseeing the collaboration and success of the partnership. With support from the SVP, the MD will guide the onboarding and launch of SEMO's online initiative and will be responsible for the ongoing performance of AP-supported SEMO programs.

AP Services Teams

Digital Marketing – The comprehensive partner and program support provided by this cross-functional AP team includes creative services, UX design and web development, content marketing, search engine optimization (SEO), digital ads and email. This team is comprised of marketers with vast media and agency experience.

Performance Marketing and Vertical Program Management – AP's Performance Marketing team is supported in optimizing marketing plans by an in-house Vertical Product team working with the Research and Insights team. This team is comprised of marketers with deep higher education and subject matter expertise in the AP verticals of Business, Education, Healthcare, Technology, and Undergraduate Studies.

Field Marketing – When an education or healthcare program portfolio warrants, AP representatives from this team develop collaborative partnerships with businesses and their employees with a focus on healthcare systems and hospitals, nursing associations, school districts and teachers' associations across the U.S., building awareness of our university partners and programs. Services are provided as appropriate, based on each partner's marketing plan.

Enrollment Services (ES) – AP's ES team will follow a proprietary and differentiated contact strategy based on each SEMO prospective student's needs as the student progresses through standard application and enrollment checkpoints.

Retention Services (RS) – Student Success Coordinators on AP's RS team will perform retention services by overseeing the performance and well-being of students enrolled in each SEMO course, ensuring they remain engaged and active for the duration of their program.

Partner Support (PS) – AP’s PS team of integration, change and project management experts will work with SEMO’s admissions, registration, information technology (IT) and other administrative offices to manage the launch of the online initiative, including all deliverables, milestones, timelines, and stakeholder interaction.

Academic Services and Products (ASP) – In supporting the development of quality and rigorous online programs and courses, AP will provide SEMO with academic resources to assist its faculty and academic staff in creating and/or modifying course content and design for an accelerated online delivery format.

Project Personnel

AP will provide the SEMO online initiative with cross-functional veterans and innovators within the online education space, as described further in Section 1.j. and Biographies in the Appendix, to lead the initiative.

h. Describe the process for evaluating the success of an online program and the benchmarks used to evaluate a program’s success.

With experience serving 50+ university partners and 900+ online programs, AP understands what it takes to prepare its partners for successful enrollment growth and optimal experiences for their online students. This inclusive process encompasses research and communication to better understand the needs and goals of SEMO, including the expected marketplace demand for proposed programs and the University’s capacity for scaled enrollment growth.

The AP SEMO-dedicated team will work with University stakeholders to help SEMO formulate both enrollment and related revenue estimates. These are dependent upon program enrollment estimates (metrics based on past AP performance, market research, competitiveness of programs, target geographies, population demographics and many additional factors) and the University’s internal operations.

In efforts to achieve these goals, as mentioned earlier, AP will conduct marketing planning to account for all program marketing and prospective student outreach with campaign performance being tracked by AP’s data analytics team to gauge outcomes and provide a basis for continuing optimization.

In addition to tracking and optimizing its own campaigns, AP will closely monitor marketplace demand to optimize performance. AP marketing teams review key performance indicators (KPIs) on daily, weekly and monthly bases. AP will also conduct regularly scheduled business reviews to keep SEMO apprised of its marketing performance and subsequent enrollment growth.

i. Describe your ability to interface with the University’s student information system (Banner), the University learning management system (Canvas), and the ability to interface with the University’s customer relationship management system (Element 451).

AP will not interface with the University’s CRM, only receiving information sent by Southeast to update student statuses at time of application through acceptance. AP is systems-agnostic and will integrate with and deliver its comprehensive services through SEMO’s existing technology infrastructure, namely Canvas LMS, with which it has extensive experience as 30 of AP’s partners use Canvas. AP’s Partner Support team will work collaboratively with Southeast to adapt its existing systems, processes and technology to support enrollment growth across its online programs and monitor student progress in their degrees.

j. Provide the background and experience of the proposed individuals that would be assigned to the University as part of this partnership.

With its headquarters in Dallas, Texas, AP employs 750+ associates across the United States. AP’s experienced and highly collaborative team shares a passion for expanding access to higher education for our partners and their students. The primary goal of the AP team is serving each university partnership to meet or exceed its performance expectations.

To establish a close collaboration and maintain responsive communications between parties, AP assigns a university-centric team of professionals responsible for servicing the relationship across multiple functional areas for the duration of the university partnership.

Typically, this group will include representatives from AP’s Partner Support (PS), Academic Services and Products (ASP), Integrated Marketing, Student Enrollment Services (ES), and Student Retention Services (RS), and will be led by a Managing Director (MD). Each member of this group will have deep experience with launching public university online initiatives. The purpose of this team is to share in a transparent and effective decision-making collaboration to successfully support the SEMO partnership.

The MD works within a partner-centric organizational model comprised of a designated Performance Marketing team and Vertical Program Management team, as well as cross-functional business partner teams and market research and insights teams. This comprehensive model supports scalable online program growth, positioning AP partners for top performance and student success.

As noted above, the MD will serve as the executive-level relationship manager and primary point of contact between AP and SEMO. The MD will oversee all SEMO online initiative launches and will be responsible for their overall long-term success. In collaboration with the University, the MD will align shared goals, priorities and expansion opportunities. Goals will be tracked and discussed through a variety of methods and reporting, which may include regular executive meetings, semiannual business reviews, competitive insights data and best practices for online learning.

AP believes that utilizing this executive-level point of contact structure serves to effectively mitigate operational risk, resolve project challenges and maintain clear cross-functional communication between the University and AP. Upon contractual agreement, AP will specify additional individuals and/or team members to support the SEMO online initiatives.



Academic Partnerships



Further information on key team members expected to work with the University in supplying the contracted services outlined in this RFP can be found in subsequent sections of this response as well as the biographical summaries included in the Appendix.

k. Describe how any sensitive data (e.g., authentication credentials, student ID numbers, credit card information, FERPA, HIPAA, or similar type information) is safeguarded and how this data would be stored on any devices external to the University.

AP is committed to ensuring compliance of its services, policies and processes with all University policies and standards, as well as state and federal regulations governing the online provider environment. All AP services, including those specific to academic program administration and course-delivery support, will be provided in adherence with the applicable regulations governing data protection and privacy, including the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA) and the Americans with Disabilities Act (ADA).

All information shared with AP that is subject to FERPA, HIPAA and GLBA will be kept in strict confidence and will be safeguarded to an equal or greater degree than all of AP's confidential information. Data will be protected by several layers of technology-based security gates, and all employees who will interact with sensitive student data will receive regular training on the law and the proper handling of such data.

AP's data transfer processes are specified in its Data Sharing and Data Protection Procedures in the attached terms and conditions as well as being outlined in 3.d.

l. Describe any experience in working with universities on program or university level accreditation.

All of AP's partners are regionally accredited. Although AP does not provide direct accreditation support services, AP has access to an extensive network of experts who can offer accreditation process support, tailored to SEMO-specific accreditation needs.

m. Describe any experience in working with distance education compliance related to National Council for State Authorization Reciprocity Agreements (NC-SARA), secretaries of state, international policy, and other distance education compliance regulators.

Academic Partnerships has experience working with distance education compliance related to NC-SARA and other distance education compliance regulators.

Though it is the responsibility of the university to manage state authorization, NC-SARA and any other compliance regulators, AP can refer partners to an accreditation consultant or outside expert who can help to answer questions about NC-SARA, state authorization, and other regulatory/accreditation requirements.

n. Describe any recommended technology platforms, for course development, marketing, enrollment processing, or any other activity that are outside of the current platforms utilized by the University.

In support of AP's mission to expand access to quality, affordable, workforce-aligned online programs, AP offers the services and tools of Coursetune, a patented, best-in-class education technology provider that enhances the identification, documentation and visualization of workforce competencies across courses and programs. AP acquired Coursetune Inc., a leading ed-tech provider of curriculum mapping software, as a solely owned subsidiary, in August, 2021.

Coursetune's dynamic software helps program leaders, faculty, instructional design teams and administrators integrate and optimize workforce data as well as industry competencies. Instructors can leverage Coursetune's faculty-facing platform, Catalyst, for time-saving visualizations and reports to fine-tune their teaching strategies at micro and macro levels of course and program design. See further details in Section 5. Faculty and Academic Support.

AP also offers DocCollect™ (powered by FileInvite), our document management solution whose automated features for tracking and uploading required documents makes student document collection faster and easier. The SOC 2-certified and encrypted portal is optimized for both mobile and desktop use, and email and SMS notifications about documents collected are sent in real time. See further details in Section 3.

o. Provide a list of any legal actions taken against the company in the context of work as an online program manager, and the result of those actions, especially as related to cost to the institution, financial or otherwise.

While AP occasionally faces non-material employment-related or commercial claims in the course of its business, there is no past or pending litigation that would affect AP's performance under a contractual agreement for services supplied to SEMO as outlined in this RFP.

p. Describe the typical process for termination of the partnership, either after or before the full-term of the contract has expired, including contractual requirements, cost, timeline, and any known impacts to students and the institution.

Transition for End or Termination of Services

AP maintains a well-defined "Transition Plan" which details the process, deliverables and critical milestones that must occur if a contract is not renewed while maintaining seamless operation and continued service to the partner and the students it serves. The components of the Plan include, but are not limited to: customized phase-out timelines and deliverables by service area; time-bound deliverables; and communication and risk mitigation plans, particularly those related to student communication and data.

Although there is no additional cost to transition services back to the University, Academic Partnerships' financial proposal specifically includes payments that occur post-expiration. Significant portions of the value of AP's services are delivered before the start date for a managed program and before students enroll in a managed program, and the only source for AP's compensation is revenue that is produced when students enroll in courses in a managed program. The value produced by AP's services also continues to accrue to such students and to the University as long as students continue to enroll in courses in a managed program, even if they do so after the expiration, termination or non-renewal of the Agreement. Accordingly, AP's compensation applies to any such courses taken by a student on a course-by-course basis regardless of whether such student takes a course prior to or after non-renewal, expiration or termination of the Agreement.

q. In cases where not all programs are managed by the partner, describe at what point the student is considered a partner student as opposed to an institution student (i.e., student gets recruited via partner advertisements but registers in a non-partner program, student has been a Southeast student before for multiple years but gets re-recruited as part of partner advertisements)

Typically, if AP marketing outreach to prospective students results in a student enrolling in an on-campus or non-partner program, that student is considered an institution student. As stated previously, the implementation timeline, from the date a contract is executed to the date of first enrollment in the managed programs is roughly 10 months. Commencing with the first enrollment in the AP-managed programs all student enrollments fall within the proposed revenue share/fee-for-services agreements.

r. Describe the process for resolving disputes between the institution and partner across the facets of the partnership. Who ultimately has oversight of the advertisements and messaging, curriculum, policy, and process?

In mapping out the roles and responsibilities of AP teams and university stakeholders during the project implementation phase of a program launch, dispute escalation and resolution guidelines are also established. The University and its faculty will own all intellectual property rights to marketing assets produced during the partnership as well as maintaining control over curriculum, program rigor, and university policies and procedures.

2. PROGRAM MARKETING:

a. Describe your process for conducting market research to support the development of viable online programs.

As mentioned above, robust market research and analysis is one of the core services AP provides, keeping our partners ahead of their competitors in a fast-evolving online higher education environment. AP's research expertise will help SEMO position the online program portfolio proposed in this RFP for both short- and long-term success.

Degree program selection is paramount to the success of any fully online initiative. AP's market research team will conduct a thorough analysis, as described below, of programmatic market demand and trends, market size, growth potential, and the overall competitive landscape to assess program viability for serving the adult learner.

AP will regularly monitor local, regional and national market trends and will recommend new online programs for SEMO's consideration that hold strong potential for long-term enrollment growth.

AP's competitive marketing analysis will also account for a wide range of program characteristics and indicators, including, but not limited to:

- Admission requirements
- Prerequisite requirements
- Pricing, including fees
- Program duration
- Competitive landscape
- Program differentiators
- Program structure
- Limitations to scaling enrollments

AP will benchmark each SEMO online program's features against those of its closest competitors using a comprehensive U.S.-wide programmatic database. The benchmarking analysis will account for a wide range of characteristics, such as pricing, program duration and admission requirements.

AP frequently monitors local, regional and national market trends and will update the University on relevant changes in the online marketplace.

AP's proactive approach to understanding the dynamics of current and emerging market trends can help SEMO position and differentiate new programs. AP will also make recommendations to achieve or maintain competitiveness, capturing exciting growth opportunities to benefit SEMO's strategic goals.

Program- and Audience-Centric Analytics and Strategies

AP will employ a range of sophisticated analytics tools and marketing strategies in support of SEMO online programs, helping the University reach the right audience for each program and identifying the most qualified candidates for admission. Insights gathered will also help SEMO deliver an experience that resonates with the SEMO brand as well as the needs and expectations of prospective students and what they value about learning online.

For each current and new SEMO online program, AP will prepare an audience persona to represent a model of the prospective student. Persona development combines data-driven insights derived from social listening and consumer behavior research. Personas result from mapping key demographics by aggregating audience traits that include interests, affinities, consumer behaviors, community interactions and motivational drivers.

AP's strategic marketing approach includes research and prospective audience identification to support diverse applicants. During the persona development process, we are inclusive of all prospective student populations in seeking to understand what factors influence their decision-making. This step helps define the appropriate imagery to align with our expected audiences and develop messaging that resonates with them. Our content goes through quality assurance to ensure inclusive language and imagery to strengthen our university partner's online positioning. This is not a one-time exercise; The team appropriately refreshes language and assets to support optimization and inclusivity, as no single image or content can represent the broader population.

In terms of AP's experience in serving underrepresented students, 25% of AP's partner institutions²⁹ are Minority Serving Institutions and AP signed our first HBCU partner in 2021.

Each persona formulated through AP's research serves as a foundation for increasingly granular understanding gained through strategic marketing campaigns that result in engagement. Audience personas are updated when demographics shift, based on knowledge gained through applied analytics and results from continual A/B testing.

Whether potential students are in the awareness, consideration or decision-making stage of their student journey, data-driven AP strategies can play an integral role in helping them advance to enrollment and eventually to program completion.

AP's comprehensive analytics approach includes:

- **Persona-based media targeting and psychographics** to identify the right content and delivery methods for individual users and to create personalized appeals
- **Predictive media optimizations** based on machine learning for campaign tracking and decision-making
- **Look-alike modeling** to identify and compare audiences engaging in behaviors similar to those of prospective students for SEMO programs
- **Propensity modeling** to predict site users' next action based on past behaviors, in addition to qualifying prospective students

Data and insights will be used to craft clear messaging, present the most relevant information for each SEMO program's audience and optimize marketing sites for the best user experience. This approach will also help build strong brand credibility for each degree program and facilitate a smooth transition from student interest to application.

Data-Driven Approach

AP's integrated analytics services for each new online program will help SEMO:

- Deliver consistent messaging and value propositions at every touchpoint in the prospective student's journey
- Achieve increased brand awareness and positive new impressions
- Identify prospective student needs and motivations for advancing their education, as well as the obstacles they face in doing so
- Engage ideal audiences through rich, relevant and streamlined interactions that result in interest form submissions and other robust communications with prospective students across multiple marketing channels

²⁹ NASA List of Minority Serving Institutions, Minority University Research and Education Project (MUREP).

AP's enhanced channel attribution and identity graphs will also assist SEMO in understanding how prospective students are interacting with various digital channels, including the type and order of those interactions. Rather than focusing on separate channels in isolation, channel attribution offers a panoramic view of each student's journey. Identity graphs connect behavioral data points for individual students, compiling cookie data, website browse behaviors, content engagement, conversions and more.

These insights will also help SEMO deliver a fully integrated omnichannel marketing and brand experience for prospective students.

Applying Data Across the Student Life Cycle

AP's data-driven approach goes beyond leveraging data to make informed decisions—it is embedded throughout the student life cycle to support strategy, execution and optimization. Given the university reach in AP's portfolio, broader data is available to support market intelligence, program viability, student behavior and enrollment trends. This data is layered with primary and secondary research to inform go-to-market strategy, persona development, audience targeting, segmentation, geographic consideration, messaging, in-demand programs and more.

AP's media strategy leverages machine learning to optimize bidding and media placements while learning student behaviors throughout key touchpoints to support predictability in the enrollment process. This information allows for ongoing optimization across strategies and tactics used to drive increased performance and helps deliver the best student experience.

Once prospective students have expressed interest in a program, additional data points become available to understand behavioral trends on conversion from one milestone to another to support testing, optimization and execution of communication strategies.

AP is dedicated to evolving the student experience that will allow for content personalization, self-service, enhanced lead management, further AI integration and advanced analytics to grow enrollments and graduations.

b. Describe any third-party market research or market analysis conducted by another organization utilized in the assessment of an online program's viability.

AP uses data and insights from standard higher-education sources such as the National Center for Education Statistics Integrated Postsecondary Education Data System (NCES-IPEDS), industry-specific organizations and best-in-class research firms with deep expertise in higher education, including Eduventures, Lightcast, Gray Associates and HolonIQ.

The following data sources are also used to augment AP's market research:

- Employment data from public sources, such as the U.S. Bureau of Labor Statistics and the Occupational Information Network, to monitor emerging industry sectors and their anticipated skills needs
- Data from research and advisory firms specializing in higher education and/or industry sectors
- Employer feedback provided by AP's Field Marketing team, when deployed, to evaluate program alignment with existing and emerging workforce needs
- Primary and secondary research on emerging market trends in education, such as those related to alternative credentials
- Feedback from prospective and current students regarding their behaviors, motivations and satisfaction collected through primary surveys
- Online search data using Google Analytics 360 and the Google Keyword Planner Tool to quantify program-level demand through digital channels

c. Describe the types of marketing efforts your firm would provide to support online program and the development of viable leads.

Specific Marketing Initiatives Anticipated for Southeast Missouri State University:

Marketing Planning

In offering a full range of online facilitation services, AP will provide ongoing marketing support, beginning with a go-to-market plan, for all programs included in the SEMO online initiative.

Central to the go-to-market strategy, AP will conduct marketing planning tailored to the identified prospective student audiences and highlight the University's unique brand attributes. AP will work to understand the brand promise, program-level differentiators and unique value propositions while applying the insights derived from market research and analysis. This comprehensive approach to planning marketing for Southeast will account for all program marketing activities and include customized messaging, branding, market positioning and media mix.

During the kickoff and launch processes, AP will recommend a list of regions and states where SEMO will have the greatest opportunity for expansion and share best practices on obtaining authorizations when advisable. AP can also refer SEMO to an accreditation consultant or outside expert who can help to answer questions about NC SARA, state authorization, and other regulatory/accreditation requirements.

Depending upon the University's priorities, as a collaborative partner, AP will use sophisticated data analytics in performing the market research, development, marketing, recruitment and retention of degree and certificate programs. AP will propose strategies for developing, marketing, delivering and retaining students in online degree, certificate and/or credential programs. On an ongoing basis throughout the term of the partnership, SEMO would have the ability to leverage our market research team for new programs.

All materials created to support SEMO online programs will be generated by AP's highly qualified team of in-house marketing experts. These materials may include digital assets for social media and search engine advertising, landing pages, detailed program pages, emails and traditional marketing materials. AP will share creative materials with the University for approval in preparation for each new program launch and provide detailed reports to be reviewed during regularly scheduled partner meetings, conference calls and/or video sessions.

The assets and campaigns produced will mirror the University's brand, tone and voice with no mention of Academic Partnerships. The result will be a seamless and transparent online experience for prospective students that meets them where they are on their higher education journey.

AP will tailor a variety of proven approaches to drive SEMO success, including the teams and services detailed below.

The goal of AP's performance-based, integrated marketing will be to grow SEMO's enrollments through the following marketing channels:

- Digital marketing
- Traditional (offline marketing), when appropriate
- Public relations outreach
- Field-based recruitment, when appropriate

Integrated Marketing Teams

Unique in the online service provider industry, AP's marketing organization is built around Performance Marketing and Vertical Program Management, including the business, education, healthcare, technology and undergraduate education sectors, among others.

AP's cross-functional vertical organization aligns program-specific performance marketing and enrollment services, giving AP an unmatched programmatic depth and expertise. Each vertical is led by a seasoned subject matter expert with a thorough understanding of each program in their category, including its target audience, program demand and competitive space.

The AP Performance Marketing and Vertical Program Management teams are led by Karmela Gaffney, CMO. She oversees the marketing for AP's 10 regional areas, and her responsibilities also include overseeing AP's Market Research and Insights group. [For more information, see Appendix, Biographies.]

AP's in-house Integrated Marketing team is comprised of marketers with substantial higher education expertise as well as with media agency and product marketing experience. The marketing team members include paid digital marketing experts; content and search engine optimization (SEO) teams; media buyers; lead generation email marketers; data science team; digital user experience and testing/optimization team; creative team; graphic, UX and UI designers, copywriters, and video and photo directors and producers; front-end developers and project managers.

The AP Integrated Marketing team is also led by Ms. Gaffney. She oversees all aspects of marketing and sales undertaken to deliver high-quality communication to prospective students through effective creative and content, as well as utilizing and optimizing data analytics to drive performance and generate growth for our partner universities.

Digital Marketing

Digital marketing and its associated channels are a strategic component of AP's holistic marketing approach, which has positioned most of its partners as dominant providers of online programs in their geographies. In today's wired environment where consumers are enticed and overwhelmed by the noise of marketing messages across multiple devices, it is critical to connect with them at a personal level throughout their student journey and target them with customized, meaningful content.

AP's digital team has significant expertise in paid digital marketing, content marketing, search engine optimization, email marketing and social media marketing, optimized across all platforms. AP also has strong relationships with Google, YouTube, Bing, Facebook/Instagram and LinkedIn, giving AP a considerable advantage due to its large volume of digital transactions.

As part of AP's Strategic Marketing Plan for SEMO, digital ads will be tailored to the prospective student audience for each online program, highlighting its unique value propositions and differentiators. AP's strategy will employ key insights derived from market research and analysis while emphasizing equitable access to education in keeping with the SEMO brand.

AP will also A/B test the user experience to improve front-end engagement and conversion rates on behalf of the University's online program initiatives. The assets and campaigns produced will reflect the SEMO brand, tone and voice, resulting in a seamless experience for prospective students.

AP marketing campaigns for SEMO will be regularly tested and optimized based on performance. Strategic execution in consideration of any lessons learned will also help AP continue to successfully expand overall online market presence for partner initiatives.

All digital ad campaigns and other collateral will be generated by AP's highly qualified team of in-house marketing experts. These may include digital assets for landing pages, social media, digital advertising, emails and traditional marketing materials. AP will share creative materials with the University for approval in preparation for each new program launch and provide performance reports to be reviewed during regularly scheduled partner meetings, conference calls and/or video sessions.

As part of its standard practice, AP will test new web-based prospective student outreach strategies with new technology, including machine learning, through its innovative team charged with constantly advancing AP's digital practice. By focusing on growing online enrollments both in the near-SEMO region and beyond, AP will aim to increase the University's visibility across many addressable markets.

AP digital campaigns on behalf of SEMO will be permission-based and will adhere to all CAN-SPAM Act regulations.

Traditional Marketing

If appropriate, AP will utilize traditional media, including radio, direct mail, newspapers, magazines and billboard advertising to supplement its digital- and field-based marketing efforts to create increased awareness around the SEMO brand. This activity will be most effective primarily at a time of program expansion or entry into new geographies.

Public Relations

AP will collaborate with the University's marketing team to leverage PR in support of building awareness around SEMO's online offerings. AP's approach to public relations efforts is similar to that of traditional marketing in that this channel will be deployed as appropriate at the initiation of the partnership and/or at times of program expansion.

Field Marketing

When an education or healthcare program portfolio warrants, representatives from this AP team will develop collaborative partnerships with businesses and their employees across the U.S., focusing on healthcare systems and hospitals, nursing associations, school districts and teachers' associations to build awareness of our university partners and programs. Services are provided as appropriate, based on each partner's marketing plan.

Tracking Performance & Marketing Results

AP has invested heavily in best-in-class online technologies so that lead generation efforts are tracked across all digital marketing channels, geographies and device types.

AP also utilizes latent semantic indexing tools for keyword optimization and internally constructed tools to improve speed of analysis and publishing. AP will also A/B test images, ad copy, call-to-action buttons, keywords and landing page user experiences to maximize the greatest returns on SEMO marketing efforts.

The AP partnership model includes integrated on-page, off-page and technical SEO support. AP will perform keyword analysis for organic and paid search, competitor SEO analysis, page rank, authority monitoring and site auditing to improve performance and conversions.

AP's Digital Marketing team provides our partners with expert analysis and engaging content as well as optimizations that can improve search engine rankings, drive organic traffic to partner sites and attract highly qualified students. Our targeted strategies reflect AP's subject matter expertise and thought leadership in SEO, giving our partners a competitive advantage as they reach and engage prospective applicants at all stages of the student journey.

To optimize SEMO program marketing performance, AP internally tracked metrics will include, among others:

Organic Search

- Traffic (visitors, page views, etc.) and visit-to-lead conversion rates
- Backlinks
- SEO authority (domain authority)
- Technical reviews for improved site speed and performance

Paid Search

- Impressions
- Clicks, cost-per-click and click-through rates
- Prospective student conversion rates
- Quality scores

Email

- Emails sent vs. inbox deliverability percentage
- Open rates
- Click-through rates
- Prospective student conversion rates

In addition to tracking and optimizing its own campaigns, AP will closely monitor marketplace demand to optimize performance. AP marketing teams review key performance indicators (KPIs) on a daily, weekly and monthly basis. AP will also conduct regularly scheduled business reviews to keep SEMO apprised of its marketing performance.

d. Explain the information collected from prospective students and for how long is the information retained.

The information collected from prospective students at initial point of inquiry is limited and includes the contact name, contact information (email and/or phone) and program interest(s). AP also captures the nature of any discussion with AP's student Enrollment Services (ES) specialists (see Section 3. for more information) as well as any data provided by the partner. This information is retained from that point forward, and the database is updated when new information is received. Upon termination of the partner agreement, information is anonymized and retained only for data reporting purposes.

e. Outline any processes or safeguards your firm has to prevent high-pressure or hard-sell recruitment tactics.

AP continually optimizes marketing initiatives and outreach to prospective students to balance information about program appeal with opportunities for enrollment to create a quality student experience. AP's foundational approach is to reach the right student at the right time with the right program and our business model which centers on student success always seeks to provide outreach to students with a high propensity to enroll and complete their program.

AP's student enrollment services (ES) specialists (see Section 3. for more information) are fully trained to follow carefully scripted program-specific guidelines and narratives in relaying information to prospective students with the goal of helping them make informed choices aligned with their educational goals. This helps AP ES agents personalize each student's experience to fit their level of awareness and stage of consideration.

AP is committed to complete compliance of its services, policies and processes with all state and federal regulations governing the online provider environment. Compliance will extend beyond academic program administration and include marketing, recruitment, enrollment and retention. Further, all AP marketing and advertising will adhere to the highest ethical standards and will be based on the brand guideline information supplied by SEMO to guard against any misrepresentation.

AP Enrollment Specialists and others involved in the recruitment process will also receive regular training on Title IV and other regulations. Their interactions with prospective and existing students will be continually monitored for compliance. AP does not make impermissible incentive payments to its employees engaged in student recruitment and makes certain that all recruiting activity adheres to TCPA regulations. Those employees are held to certain minimum job performance standards, receive only tenure-based pay increases and receive ongoing coaching and regular training to safeguard against hard-sell or high-pressure tactics.

f. Describe how your firm ensures your marketing efforts do not compete with the University for a portion of our own students.

Students enrolled in fully online programs select this modality because they are working adults seeking the flexibility provided by accelerated online programs. Research has shown that online students are older than their on-campus peers, work full time, often have family obligations and have limited time to attend classes on campus. More often than not, the base student audience is also attracted to the online modality because of their location, which research shows is in a 100-mile radius of the campus. As such, it is unlikely that students choosing a fully online program would be able to enroll and attend campus programs.

g. Detail any partnership or agreements that your firm has where it shares or sells leads generated as part of your relationship with Southeast Missouri State University to other schools.

AP will not share prospective student contact information without SEMO's consent.

h. Provide at least three (3) examples of successful marketing plans for online academic programs that your firm developed.

Please see three case studies in Section 1.a. and work examples in the Appendix.

3. ENROLLMENT:

a. Describe the process your firm follows for a student once a lead is generated through enrollment in a degree program.

Automated Communication Plan and Engagement Strategies

AP's automated communication plan for SEMO will leverage our successful omnichannel integrated marketing strategies as well as our proven approach to engaging adult learners interested in high-demand career fields. AP's consistent, university-branded messaging across email, voice, SMS and chat channels creates continuity at each touchpoint, building a rewarding student experience from initial inquiry through program completion.

AP engagement strategies integrate automated and agent-driven communication efforts by AP's dedicated Enrollment Services (ES) and Retention Services (RS) teams. These teams provide ongoing support at every step of the student education journey.

Each prospective student will be assigned an Enrollment Specialist to work with them from point of inquiry through application, enrollment and up to their first course start date. Once the student is matriculated, they will be assigned a Student Success Coordinator (Coordinator) who will continue to support them through graduation.

AP's technology-driven, high-touch enrollment and retention services for SEMO online programs will function as a transparent extension of the University's brand and presence, supporting continued engagement that addresses the needs and expectations of nontraditional students.



b. Describe the process for ensuring prospective students receive accurate information on degree requirements, tuition, and fees, advising, and other student onboarding processes.

Enrollment Management Communication Strategies and Services

The ES team follows a proprietary and differentiated contact strategy based on each prospective student's needs, as the student progresses through standard application and enrollment checkpoints. This communication plan is scripted and approved by the University. A team member may communicate with inquiring students via voice, SMS or email with the goal of providing information and ongoing support. Communication with students follows program-specific guidelines and narratives and will be monitored and recorded for quality assurance.

Once a prospective student requests information about a Southeast online program, their contact information will be automatically entered into AP's industry-leading customer relationship management (CRM) system, where all related data is stored and managed.

The prospective student will then receive an email introducing the University-branded ES team and providing contact methods and next steps.

To increase the likelihood of a successful educational outcome for potential students, during an initial conversation AP will verify the eligibility of a prospective SEMO student based on the University's admission requirements for the specific degree program in question. All admission decisions are the sole responsibility of SEMO.

The ES team uses a proven set of time-based prompts to monitor timely completion and submission of application forms, transcripts and other required admission materials. During this phase, ES deploys emails, SMS and phone calls to answer prospective student questions and assist in notifying applicants to submit required documents to meet registration deadlines. This includes step-by-step assistance with the online application.

As previously mentioned, AP also offers DocCollect™ (powered by FileInvite), our document management solution whose automated features for tracking and uploading required documents makes student document collection faster and easier. The AP ES team can also request transcripts on behalf of the student, if available through online transcript procurement portals such as National Student Clearinghouse® and Parchment®. DocCollect™ is a SOC 2-certified and encrypted portal optimized for both mobile and desktop use, and email and SMS notifications about documents collected are sent in real time. For the university partner, DocCollect™ helps the admission team make sure that student document files are accurate and complete before they download the files into their system of record.

Students who wish to apply for financial aid will be directed to the FAFSA online application. All other student financial aid questions are referred to the University's financial aid department. Similarly, although AP conveys facts about the program(s), assists with completing the application and tracks the prospective student's progress to matriculation, students with related academic questions about the program are referred to the University's program advisor(s).

After a student has applied to a specific online program, the University will review the information and, at its sole discretion, decide on admission. AP will use data from the application file provided by SEMO to automatically update the student's status in its CRM system for further enrollment and re-enrollment management.

ES team members also work with accepted students on course registration and follow up with reminders to make a payment via automated email and SMS deadline messages.

c. Describe your firm's process for transitioning a student from your marketing and communications processes to the University's admissions and recruitment processes.

After a student has applied to a specific online program, the University will review the information and, at its sole discretion, decide on admission. AP will use data from the application file to automatically update the student's status in its CRM system for further enrollment and re-enrollment management.

The primary focus of the AP ES team for students after acceptance into their program is to encourage them to register for classes. In communicating with students post acceptance, the team affirms that each student knows how to register or who they should contact at the University for the next steps if they have questions.

The ES team uses tools within the AP cloud-based CRM platform to communicate with newly accepted students and to encourage them to complete their registration. The ES team supplements voice outreach with email and text reminders on a scheduled basis. This activity increases as deadlines approach.

d. Describe in detail the information that your enrollment processes will share with the University and what information from the University's student information system (Banner), customer relationship management software (Element 451) or learning management software (Canvas) that is required by your firm.

AP's student-centric technology, data-driven outreach strategies and expertise in support for both graduate and undergraduate study can enhance student performance and progression in online courses. AP works with the University to obtain and regularly evaluate data regarding third-term persistence, graduation rates and timely program completion.

The SIS or Banner data will be focused on tracking student progress through the student life cycle. Specific milestones will be tracked to optimize communication strategies. AP will only request data for students enrolled in Southeast programs supported by the AP partnership.

In terms of data transfer:

Data Transfer

AP typically receives university data files via Secure File Transfer Protocol (SFTP or FTP over SSL with encryption technology) to a shared file location on AP's FTP file server. The integration approach and data exchange method used to exchange data between AP and SEMO will be determined during the data integration onboarding process and will maintain accuracy of all data obtained by AP as it will come directly from the University.

General Data Requirements

There are several core components of the data that will be requested from the Southeast SIS: applicants, students, sections, enrollments, graduation and payment status. This data will be integral to the success of SEMO's AP-supported programs, as it will be used to support timely, accurate communication with students and will also guide AP-generated student outreach strategy. AP will request the data be formatted in XML data files.

LMS Data Requirements

The data from Canvas will consist of four core components: enrollments, coursework, section groups and group membership. These data items will be focused on tracking student progress through the student life cycle. Specific milestones will be tracked to optimize communication strategies. AP will only request data for students enrolled in SEMO programs supported by the AP partnership.

4. STUDENT SUPPORT:

a. Describe your approach towards student engagement and retention, including details on processes used to assist in student retention.

Student Retention Services

AP takes great pride in its student support services, which are carefully designed to boost participation and persistence rates. AP's student-centric technology, data-driven outreach strategies and expertise in support for both graduate and undergraduate study can enhance student performance and progression in online courses.

Once a new student has enrolled in their first SEMO online course, AP's RS team provides course orientation to prepare them for a successful first start in their online program. The RS team then offers essential support for the rest of their academic journey. A dedicated Student Success Coordinator will be assigned to each online student, assisting as they learn, thrive, complete their studies and graduate.

Coordinators often have professional experience in mentoring or assisting college students and are trained in communication strategies that effectively motivate and encourage online students, utilizing AP's proprietary retention contact plan. This form of student outreach is also technology-driven, and contact is triggered by established milestones for program completion.

Student Onboarding

As mentioned above, the Coordinator reaches out to establish contact with each assigned student to welcome them to the program, orient them to the online learning environment, answer questions and provide the essential knowledge and confidence to thrive in their program. This is especially critical in enhancing the student's capabilities to complete a successful first term.

The onboarding covers:

- Log-in, student portal, LMS access, Southeast email
- Review of LMS orientation
- Payment and registration deadlines
- Course materials and textbooks
- Academic calendar and critical deadlines
- University contact(s) for the program
- Best practices in online learning, including technical requirements
- University department points of contact, including financial aid and resources such as technology assistance

Following onboarding, Coordinators will continue to reach out to Southeast online students via text messages, emails and phone calls tailored to their individual needs.

Coordinator outreach includes:

- Welcome campaigns for new students
- Onboarding conversations to prompt a smooth transition into students' first courses
- Registration and re-enrollment campaigns informing students about key dates and deadlines regarding their next module or course
- Regular outreach based on each Coordinator's informal assessment of student readiness and ongoing engagement
- Course start check-ins via text and phone
- Payment reminders
- Re-engagement campaigns to encourage inactive students to resume their studies
- Referral of unresolved issues to appropriate institutional support services

SEMO online students will work with a Coordinator throughout their studies and can benefit from this consistent form of support and engagement.

In certain situations, AP's ES and RS teams will need to refer applicants and existing students to the University for specific assistance. A protocol for such referrals will be agreed upon and documented during the launch of the partnership and shared with all relevant AP employees.

b. List the retention and graduation rates for online programs at other universities similar to Southeast Missouri State University that you partner with.

Online Program Retention Data and Completion Rates

Historically, AP partners do not supply graduation data on a consistent basis. However, based on an ongoing AP initiative to compile graduation data for our partners, AP's preliminary data from 30+ partners as of August 2022, indicate these averages for program completion rates:

- For undergraduate nursing programs, AP partners' 5-year program completion rates range from 57% to 79%
- For graduate business programs, AP partners' 3-year program completion rates range from 55% to 81%

Our business model promotes student persistence, and we focus on course-to-course retention, one of the best indicators of student engagement and success. AP retention services focus on providing students with the essential resources they need to progress to graduation.

Third-term persistence is strongly correlated with program completion, and as such, AP considers this an important metric to track. Students in AP-supported degree programs have averaged an overall third-term persistence rate of 70-74% currently, which has varied by no more than 2% per year since 2019.

c. Describe the process for providing students with 24/7 technical assistance. What scope of assistance is provided?

Although Academic Partnerships does not provide traditional 24/7 technical support to students, AP does meet students where they are by engaging them 24/7 via a technology-based contact strategy.

AP's Enrollment and Retention Services team will provide prospective and enrolled students with any guidance they require to complete application, enrollment and registration processes for AP-supported online programs. AP personnel will help students navigate the University application system/SIS and provide registration support course-to-course as needed. AP student support specialists will also offer guidance in navigating the University's LMS (Canvas), both as students begin their program and as they progress through each course on their journey to program completion. AP engages with students via a technology-based contact strategy that includes online, telephone, chat, emails and SMS.

d. Describe your firm's approach to guiding students through financial aid processes.

Students who wish to apply for financial aid will be directed to the FAFSA online application. All other student financial aid questions are referred to the University's financial aid department. Similarly, although AP conveys facts about the program(s), assists with completing the application and tracks the prospective student's progress to matriculation, students with related academic questions about the program are referred to the University's program advisor(s).

e. Describe any career or placement assistance for students provided by your firm in the jointly developed online programs.

AP's integrated services model is student-centric and focuses on cultivating student success, from a prospective student's initial interest and application to enrollment and coursework, through to program completion. This process precludes career services as typically provided to students shortly before or at graduation.

However, because of AP's mission to increase access to high-quality, affordable, workforce-relevant programs, our increasing emphasis on higher education that links to positive career outcomes would begin with assisting SEMO in creating programs that meet certifiable workforce needs and help students attain the professional knowledge and skills that are in demand in their current or future workplace.

As further detailed in Section 5. below, software provided by AP's subsidiary, Coursetune, helps university administrators and faculty readily visualize, integrate and optimize workforce data, as well as align industry competencies with the learning outcomes for courses and programs.

In communicating the value of a specific online program during outreach to a prospective student, AP strives to provide current information on possible career roles that a graduate of that program might pursue, helping each student match the learning outcomes and professional opportunities offered by that program with their own career goals. When available, AP also provides testimonials on program advantages from the perspective of graduates relevant to their work-life success.

f. Describe any internship assistance for students provided by your firm in the jointly developed online programs.

AP does not currently offer internship assistance for students enrolled in AP-supported online programs. However, as a value-added service, for those partners offering MSN and other advanced nursing programs that require precepted clinicals, AP assists partners in recruiting preceptors to serve those programs.

5. FACULTY AND ACADEMIC SUPPORT:

a. Describe the assistance provided to faculty in the development of a course, including instructional design, compliance with accessibility requirements, incorporation of best practices, and assessment of learning outcomes.

AP supports university partners with full-service academic support including program planning, instructional design, assistance in course conversion, quality reviews and faculty professional development.

Academic Services and Products

As a partner with SEMO, AP's Academic Services and Products (ASP) team will collaborate with SEMO faculty members and/or its instructional design team on the design and development of competitive and rigorous online programs that are designed to help strengthen overall student retention rates.

In working alongside SEMO, AP will develop tailored activities that support the course conversion process into an online format, including course development and quality review timelines, course enhancement timelines, division of roles, responsibilities and support levels, protocols for project management and escalations, and a schedule for faculty workshops or working sessions with instructional designers. AP will work closely with SEMO to ascertain that the proposed timelines, business plan and engagement structure provide for enhanced transparency and effective joint decision-making and are agreeable to SEMO.

Overview

AP provides university partners with academic support including program planning, assistance in course conversion, quality reviews, and faculty professional development. In addition to these offerings, Coursetune and Catalyst are two tech-enhanced products available to AP partners to assist in the process of program planning and course development providing for better outcomes-aligned programs and a streamlined course design experience for faculty.

AP has a team of Quality Matters certified subject matter experts and instructional designers to be consultants, or guides-on-the-side, who keep faculty at the helm throughout the program planning and course development processes. These consultants work on the ASP team, led by Dr. Amanda Lynne Smith, AP's Chief Academic Officer. [See Appendix for more information.]

Academic Program Planning

ASP takes a faculty-centered approach in developing competitive and rigorous online programs that help strengthen student persistence. This differentiated model honors the subject matter expertise of our faculty partners while providing the University with the consultative services of our experienced ASP team.

ASP will assist SEMO with online program planning ahead of course development. Topics addressed during these sessions will include program structure, program outcomes and competency alignment, course sequencing and offering schedule, entrance/exit competencies, accelerated course design, program schedule and duration, student profile and online experience, and accommodation of SEMO practices. The program planning sessions will provide a foundation for the work faculty will do in their individual courses. Academic program development begins after a partnership has launched.

The ASP team leverages the power of outcomes-alignment software and tools to help faculty strengthen their curriculum in support of industry career-pathing, upskilling and reskilling opportunities, and continuous improvement as it relates to meeting the ever-changing needs of employers and the workforce.

AP's solely owned subsidiary, Coursetune, is a patented, best-in-class and tech-enabled learning design application that enhances the identification, documentation and visualization of workforce competencies across courses and programs. Coursetune is embedded into all ASP program planning and course design processes, and ASP team members provide dedicated support to programs and faculty utilizing this tool.

ASP will also lead professional development workshops as part of the planning process focused on a core curriculum of online teaching and learning best practices that include subjects like course mapping, workforce alignment, accessibility and course facilitation.

Course Development Process

An outstanding feature of AP's tools for course development is Catalyst, powered by Coursetune. This is a revolutionary, one-of-a-kind, faculty-facing online course design software that streamlines course development and was created specifically to empower ASP partner faculty and accelerate the course design process. The interactive toolset is designed to easily enable faculty to map, plan and automatically build their course structure in the university's LMS with the click of a button. Catalyst is estimated by AP's internal users to provide faculty with up to a 40% time savings during online course development compared to traditional course mapping.

Not only does Catalyst guide and support faculty in course mapping and automatically export the course structure to the Canvas LMS, it further strengthens AP's commitment to outcomes alignment and program quality due to its full integration with the patented Coursetune outcomes mapping software.

Working side-by-side with SEMO, ASP will support faculty during the online course conversion process. Support includes consultative sessions focused on mapping outcomes-aligned support through Coursetune and Catalyst, with seven touchpoints during the conversion process, followed by a course quality review and professional development webinars led by ASP staff.

Through the consultative sessions and professional development offerings, the partnership between ASP and SEMO faculty and instructional designers includes:

- The utilization of an ADDIE-based, backward design framework, a practice of mapping curriculum units, performance assessments and instruction to desired learning outcomes
- Tech-enabled outcomes alignment through Coursetune and Catalyst which helps to visualize and report on learning objectives, assessment, competencies and accreditation criteria, to drive enhanced measures of institutional effectiveness and student success
- Strategies and best practices that drive student persistence and increase retention in online programs
- Guidance regarding selection of educational technologies, OER or multimedia resources, and/or producing multimedia content
- Direction regarding best practices for systematic course updates as well as issues affecting course and program success, such as copyright, accessibility and scalability
- Course quality reviews of launch-ready courses ahead of go-live, conducted by a quality review team utilizing Quality Matters in compliance with accessibility standards for online coursework. ASP does have experience in using other rubrics like the OSCQR.
- Assessment of learning outcomes to match industry standards through use of Catalyst

b. Describe how intellectual property rights of the University and its faculty are affected, if at all, in courses where the content development is supported by your firms' staff.

All intellectual property related to course content, assessments, evaluations, and quality resides with the University.

c. Describe how the University's current learning management software (Canvas) can be utilized in courses developed as part of this partnership.

Academic Partnerships is systems-agnostic and will integrate with and deliver its comprehensive services through SEMO's existing technology infrastructure, Canvas, alongside ASP team members' substantial understanding of learning management systems and educational technologies that enhance the student experience. Coursetune and Catalyst's integration with the Canvas LMS provide time-savings for faculty developing courses and provide University and program leadership with insights into measures of institutional effectiveness and student success.

d. Describe the process for providing faculty with 24/7 technical assistance. What scope of assistance is provided?

The ASP team is available for consultation on course and/or program design during regular business hours. However, AP's web-based Faculty eCommons resources—AP's online portal that houses relevant articles, webinars, how-to videos and information on new learning technologies—is available 24/7/365.

e. Describe the process utilized for the selection of instructional materials for a course. Detail any existing exclusive agreements concerning course material providers that would impact this partnership.

ASP consults with institutional partners on the selection of educational technologies, open educational resources, multimedia resources and any other instructional materials. Additional consultation may be provided to produce multimedia or OER content. ASP can provide best practices and guidance to program leadership and faculty designing programs; however, the final decision concerning instructional materials is overseen and managed by the University.

In addition to offering partners consultative services on instructional materials, ASP offers a customized course template that creates a seamless LMS experience from student orientation through graduation. Rooted in online teaching and learning best practices and standards, ASP's course templates are designed around student-centric ease of use as well as university-focused scale and growth. The customized template is automatically applied to all courses through the Catalyst and Canvas integration.

f. Describe the training and professional development opportunities provided to faculty to assist in course design and online delivery best practices.

ASP's faculty-centered approach to designing and developing high-quality online courses includes ongoing training and professional development opportunities offered to faculty focused on best practices in online course design and delivery.

Core training and professional development offerings available from ASP include:

- Professional development workshops focused on a core curriculum of online teaching and learning best practices that include subjects like course mapping, workforce alignment, accessibility and course facilitation
- Ongoing professional development webinars aligned with the ASP course development process that answer just-in-time training needs for faculty during course design and delivery
- A robust set of online course design resources including exemplars of course components, best practices around student engagement and instructional media, model course shells, and templates
- Dedicated Coursetune and Catalyst training and support for program leadership and faculty
- Consultation in program structure, course-sequencing, delivery of accelerated courses positioned for growth, student persistence, and workforce relevance
- 1-1 instructional design consultation support as part of the course production schedule
- Continuous improvement support and services

As a final professional development opportunity, all courses developed by faculty may be reviewed by the ASP Quality Review team. While the ASP Quality Review team partners with Quality Matters and uses the QM Rubric, Sixth Edition for most course reviews, the team is familiar with the OSCQR rubric and has customized the rubric for use with previous partners.

g. Describe any assistance or processes your firm has for online proctoring.

To drive down costs for partner institutions, Academic Partnerships maintains a preferred pricing partnership with Examity®, a global leader in learning validation and online proctoring. They offer solutions in three different areas of academic honesty: authentication, automated proctoring and live proctoring.

In addition to this partnership, ASP may provide support and best practices for any proctoring tool of choice at a university. Regardless of the University's chosen proctoring tool, ASP offers researched best practices in guidance materials and in faculty workshops and webinars on online proctoring, academic integrity and academic honesty.

h. Describe course ownership of courses developed in consultations with the partner, and if that curriculum can be used or reused by either party.

All intellectual property related to course content, assessments, evaluations and quality, as well as its use, resides with the University.

i. Describe how you will support academic departments/units/programs in the hiring of faculty and instructors where program growth is significant and requires additional staffing, if necessary.

The hiring and management of faculty is the role and responsibility of the University; however, ASP can provide best practices aimed at optimizing faculty availability in program design processes. ASP has assisted many universities with similar constraints by working with their program leadership on sequencing the initial courses and scheduling faculty according to their availability.

As programs begin to scale, ASP can recommend strategies for supporting and sustaining growth including curriculum, assessment and team-teaching strategies. ASP can also provide best practices on using academic coaches with larger course enrollments. ASP will continue to offer professional development opportunities as the SEMO staff increases.

j. Describe how you have incorporated and promoted credit for prior learning in the online program.

ASP consults with institutional partners on Block Credits, Transfer Credits, and types of Prior Learning Assessments. ASP can provide best practices and guidance for program leadership and faculty designing programs; however, the final decision concerning credit for prior learning is overseen and managed by the University.

k. Describe the use of various technology platforms (i.e., short courses, video/audio components) your firm uses as part of an academic course/degree program.

ASP does not develop course content or curriculum on behalf of the institutional partner; however, AP offers tech-enabled services through Coursetune and Catalyst that assist the university partner during academic program planning and course design.

For partners hoping to expand upon their educational technology offerings, ASP maintains preferred pricing partnerships with select best-in-class educational technology providers. Institutions, academic programs, and faculty who partner with Academic Partnerships are eligible to receive deeply discounted pricing from these educational technology vendors who help drive down costs, improve outcomes, and round-out the student experience.

These preferred pricing partnerships include:

- Examity®
- Yellowdig
- PitchVantage
- Explorance
- PanOpen

6. FINANCIAL:

a) Describe the proposed financial model required to support a partnership, including any capital investment, length of contract, minimum number of academic programs or student enrollment needed to support a partnership.

AP sees significant opportunity for SEMO to scale its existing online offerings and expand its online program portfolio to better serve adult learners, helping meet critical workforce demand for qualified and highly skilled employees. AP is confident that a collaboration within the guidelines outlined would not only meet but exceed the growth goals outlined in the RFP.

AP's following proposal is intentionally flexible so that SEMO may choose the best path for meeting its objectives for this growth initiative. To that end, we have outlined both options below:

1. **AP HigherEdge®** – Integrated Services model (Revenue Share)
2. **AP Edge™** - A Fee-for-Services model

Regardless of which option SEMO chooses, a core set of high-demand programs within each of the Business, Education, Healthcare and Undergraduate disciplines will optimize qualified enrollment growth.

With that in mind, AP's recommended starting point across SEMO's existing online portfolio is in **bold** below. AP is open to including additional programs from the online portfolio.

GRADUATE PROGRAMS

- Master of Arts
 - Applied Behavior Analysis
 - **Educational Leadership**
 - **Elementary Education**
 - **Exceptional Child Education**
 - Industrial/Organizational Psychology
 - **Secondary Education**
 - **Teaching of STEM**
 - TESOL
 - Teacher Leadership
- **Master of Business Administration**
 - **Accounting**
 - **General Management**
 - **Health Administration**
- Master of Science
 - Applied Computer Science
 - Applied Nutrition
 - Criminal Justice
 - **Healthcare Management**
 - **Management**
 - **Technology Management**

GRADUATE PROGRAMS (cont.)

- **Master of Public Administration**
- Graduate Certificates
 - Cloud Computing
 - **Cybersecurity**
 - **Healthcare Management**
 - **Special Reading K-12 Teaching License Program**
 - Trauma and Resiliency Studies
- Specialist
 - **Educational Administration**
 - Teacher Leadership

UNDERGRADUATE PROGRAMS

Bachelor's Degrees

- Bachelor of Science in Business Administration
 - **Accounting**
 - **Business Administration**
 - **Healthcare Administration**
 - **Management**
- Bachelor of Arts
 - **Psychology**
 - **Social Science**
- Bachelor of Science
 - Applied Technology
 - Child Development
 - **Computer Information Systems**
 - **Criminal Justice**
 - Family Studies
 - **General Studies**
 - Healthcare Management
 - **Interdisciplinary Studies**
 - Media Management
 - Nursing RN to BSN Program
 - Technology Management

Additional Highest Demand Programs Currently Not Offered Online

AP believes there is also a significant opportunity for online enrollment growth of qualified students in several high-demand programs that are currently not offered online and we are interested in including many within the partnership conversation. AP has documented above the comprehensive capabilities of our Academic Services and Products team to help migrate these programs to a fully online modality.

Below is a list of programs that are not currently offered online which AP believes could be successful in an online format.

GRADUATE PROGRAMS

- Master of Arts
 - Communication Disorders
 - Mental Health Counseling
 - School Counseling
- Master of Business Administration
 - MBA Entrepreneurship
 - MBA Financial Management
- Master of Science
 - Cybersecurity
 - Nursing MSN-FNP (when combined with RN to BSN)
- Graduate Certificates
 - Healthcare Management: Administration Certificate
 - Healthcare Management: Informatics Certificate

UNDERGRADUATE PROGRAMS

- Bachelor's Degrees
 - Bachelor of Science in Business Administration
 - Economics: Business (BSBA)
 - Economics: Financial (BSBA)
 - Finance
 - Healthcare Management: Quality & Patient Safety
 - Management
 - Management: Applied Management
 - Management: Human Resources Management
 - Marketing Management
 - Bachelor of Science
 - Computer Science
 - Cybersecurity
 - Healthcare Management: Informatics
 - Nursing (BSN)
 - Technology Management: Computer Network Systems Administration
 - Technology Management: Technology Management
 - Bachelor of Science in Education
 - Elementary Education

AP frequently employs staggered launch dates for programs that are already online versus those that still need to be transitioned into an online format.

AP's record for delivering on enrollment growth (beyond the stated growth goals) with public university partners, like SEMO, and with similar program portfolios is documented above.

1. AP HigherEdge® Integrated Online Services (Revenue Share) Model – RECOMMENDED OPTION

To achieve results in a strategic and scalable manner demands a far-reaching approach and requires the comprehensive end-to-end online program facilitation services and collaborative support that AP can bring to a partnership. This integrated services model is called the AP HigherEdge.

Based on our experience, AP would like to propose that SEMO first consider the AP HigherEdge integrated services (revenue share) model as a proven and viable pathway for long-term institutional growth. This is based on our assumption that the desired outcome is the highest measured qualified student enrollment growth achievable across the entire online program portfolio. Our fully integrated services model for facilitating online programs is based on student success. All services described above in the RFP response are included in this model. The duration of this model would be seven (7) years and that would include the projected implementation timeline.

Colleges and universities who select the AP HigherEdge model pay no upfront costs for services, as compensation is paid as students in AP-supported programs progress from course to course through program completion. The compensation rate is 40% of total program tuition and fees for the first year of the contract, followed by 50% for years two through seven of the partnership.

This revenue share model significantly reduces the required upfront capital required to launch a material program portfolio. This mitigates marketing risk for SEMO as AP funds all marketing expenditures. This model also allows for significant marketing investment by AP, augmenting SEMO's existing infrastructure and resources to jump-start expansion of market share across a broad portfolio of online programs through practical strategies and a reliable process. As outlined above, SEMO would have the flexibility to add mutually agreed upon programs to the online initiative beyond the initially identified core group.

A major benefit of our AP HigherEdge partnership model is that it is predicated on student persistence and retention through graduation and focused on positive student outcomes rather than short-term yield. This aligns AP's goals with the University's goals and the students' success. AP's initial and ongoing investment in marketing, research, SEO, program development, academic services, student recruitment and student retention will support the mutual goals of the partnership.

2. AP Edge™ Fee-For-Services Model - ALTERNATE OPTION

As an alternative option to the revenue share model proposed above, should SEMO decide that a fee-for-services model better fits your needs, AP is pleased to offer the following option.

Below we have outlined the basic services structure and options available under this model. To provide a detailed cost proposal, AP would need additional granular data on each program SEMO intends to include. The largest component of this model is the pass-through marketing spend needed to drive digital leads. This spend is highly dependent on many factors, including:

1. Individual Program characteristics (admissions criteria, number of starts, tuition, duration)
2. Enrollment Support (ability to meet best practices around response times and prospective student interaction)
3. Desired growth for individual programs

Program characteristics and enrollment best practices will directly impact anticipated conversion rates. That conversion rate combined with the desired growth is needed to accurately recommend marketing spend.

AP is fully prepared to present a comprehensive fee-for-services proposal based upon additional conversation addressing each of the items listed above. The recommendation is that this option would be a five-year engagement.

The AP Edge™ Model

For consideration in this RFP which requests information about models supporting variable rates based on program needs, AP offers as a solution, the AP Edge, a university-centric, fee-for-services model of online program facilitation. This flexible model is based on industry-proven best practices chosen for implementation through a close collaboration with appropriate institutional stakeholders.

The aim of AP Edge is to help universities launch and manage, or accelerate, the growth of their online initiative by offering a stackable portfolio of service options.

If chosen as the provider, AP will help formulate an implementation strategy, in close coordination with SEMO, that will delineate a customized, comprehensive plan to leverage the portfolio of services defined within this section.

AP Edge Base Services Set

The AP Edge fee-for-services model is built around a primary component comprising our core services of Integrated Marketing and Performance Support and associated fees. A university selecting the Base Services set can then elect additional Select Services as listed below to augment a customized plan for facilitating their online program management and growth goals.

Select Services are available only in combination with the AP Edge Base Services set and may be required depending on the resources available within the university. Select Services cannot be purchased on a standalone basis.

The AP Edge Base Services set includes these core services:

Performance Support Services

Performance Support Services includes the necessary resources to properly maintain, support, monitor, protect and inform the AP/University partnership so that it can deliver optimum performance. These services include:

- Executive-level manager for account management and to serve as university primary point of contact and coordinator of services
- Ongoing research to analyze which programs are in demand in the workforce and which programs should SEMO consider adding to their online portfolio
- Ongoing data analytics and reporting to inform our partnership of the results of our effort and areas we should focus on to improve performance
- Ongoing data maintenance, integration and security
- Ongoing procedural, administrative and product enhancement. Our partner support team monitors the student experience and works with SEMO proactively as needed to recommend improvements and further optimizations
- Project management of new program implementations

Integrated Marketing Services

As fully described in subsequent sections on marketing in this RFP, one of AP's core services and differentiators is its multi-channel integrated marketing services performed by in-house teams. As an overview of AP's coordinated, data-driven strategies as deployed to engage prospective applicants at all touchpoints of the student journey, these include:

- Continuing competitive market research and program analysis to effectively position SEMO's online offerings in the marketplace
- Program analytics and predictive audience strategies, inclusive of media and propensity modeling
- Go-to-market planning and strategies including customized messaging, branding, market positioning and media mix

- All creative assets needed to deploy marketing
- Digital marketing campaigns including paid digital marketing, content marketing, search engine optimization, email marketing and social media marketing optimized across all platforms, with A/B testing and analytic tracking for performance with reporting and continued optimization efforts
- Traditional marketing and public relations efforts as appropriate when building awareness around new program launches
- Rigorous monitoring of the performance of our marketing efforts and sharing insights to improve effectiveness

AP Edge Select Services

AP offers the following services at additional cost to partners as options with the above AP Edge Base Services set:

(+) Field Marketing Services

Field marketing services, a unique aspect of AP's integrated marketing services, may be utilized by a university partner within AP Edge as an elective additional service.

(+) Student Enrollment Services

AP's comprehensive enrollment support services are designed to engage students from initial interest through file completion and match the right student with the right program at the right time.

(+) Student Retention Services

AP's student-centric technology, data-driven outreach strategies and retention specialists' professional expertise provide structured post-matriculation support for both graduate and undergraduate students to enhance student performance and progression in online courses.

(+) Academic Services

AP provides partners with best-practices academic support and tools including program planning, instructional design, assistance in course conversion, quality reviews and faculty professional development.

All services AP Edge offers are deliberately designed to work in tandem to produce a high-quality student experience that drives the qualified-student enrollment growth that SEMO is seeking.

b) Describe proposed revenue sharing agreement of a comprehensive partnership.

As described in the AP HigherEdge revenue share model outlined in 6.a. above, colleges and universities who select AP HigherEdge pay no upfront costs for services, as compensation is paid as students in AP-supported programs progress from course to course through program completion. The compensation rate is 40% of total program tuition and fees for the first year of the contract, followed by 50% for years two through seven of the partnership.

c) Describe proposed costs for non-revenue share models, where the University utilizes specific services (i.e., market research, course design, marketing) of your firm, if offered.

As described in the AP Edge fee-for-services model outlined in 6.a. above, AP can offer a complete and detailed cost analysis upon receiving essential information on SEMO's enrollment support best practices and programmatic growth goals.

d) Outline all assumed University expenses, both up front and annual, that would be part of this partnership.

AP will work closely with SEMO to help the University plan for its own expenses and will provide guidance based upon its deep experience with public university partners. Should SEMO select the AP HigherEdge model of integrated services, it is anticipated that SEMO's upfront implementation cost in support of its online programs should be minimal and consist primarily of compensation for its faculty.

Beyond these direct expenditures, SEMO's investment will require an allocation of dedicated time from key staff and faculty to launch the online initiative, as follows:

- Dedicated resources from key operational departments to serve on project integration teams required to launch the program and integrate SEMO and AP systems
- Appropriate personnel available to review and approve marketing materials within pre-agreed time frames
- Bandwidth from existing admissions and bursary personnel to support increased enrollment in online programs (a modest addition of staff in the admissions office may be necessary once programs reach scale)
- Faculty time to work with AP's SEMO-assigned ASP resources to convert and create content

Additions to these upfront costs over time will be relative to SEMO's program portfolio expansion and overall enrollment growth.

AP would also work collaboratively with SEMO in computing both upfront and assumed continuing costs for the AP Edge fee-for-services model dependent on receiving further detailed information, as cited, regarding SEMO's program characteristics and other essential information on the University's goals for the initiative.

e) Describe any process for determining the expenses related to the research, design, marketing, and launch of an online program.

As described under 6.a. and 6.d., in the AP HigherEdge model of integrated services, it is anticipated that SEMO's upfront implementation cost in support of the research, design, marketing and launch of its online programs should be minimal.

The process for determining SEMO expenses for the research, design, marketing and launch of an online program in the AP Edge model is dependent upon a number of factors including what services the University might select, Base Services plus any Select Services. AP would collaborate closely with SEMO in preparing estimates of these costs based on the cost of services and associated fees.

f) Describe any additional services offered, and all related costs, which would not be covered as part of this agreement as detailed by item 6. - Cost in the Offeror's Information section on Page 12 of this Request for Proposal.

There are no additional services or related costs beyond those as described in this proposal per the two AP service models outlined herein.

g) Describe any tuition discounting strategies used by your firm to encourage enrollment. Are there any private sector, government sector, or other workforce development programs that depend on discounting of tuition to drive enrollment?

Tuition discounts are agreed to and shared with SEMO and strategically deployed with mutual agreement between both parties to drive incremental enrollments which are subject to the revenue share agreement. There are no private sector, government sector, or other workforce development programs that depend on discounting of tuition to drive enrollment.

Exception to Section 3, Termination:

Because of the significant upfront and continuous investments required by AP in order to launch the University's programs and maintain a high level of performance, AP requests the termination for convenience provision be eliminated. It is important that we have the opportunity to recover the initial investments we made as part of the contract. A termination for convenience clause puts any additional investments AP would make as part of new initiatives or expansion at risk.

For any contract expiration or termination, with or without cause, AP's compensation will be due for, and apply to, any courses taken by any student who initially enrolls in AP-managed programs during the term of the contract regardless of whether such student takes a course prior to or after non-renewal, expiration or termination of the contract.

APPENDIX: BIOGRAPHIES



Fernando Bleichmar, Chief Executive Officer

Fernando Bleichmar joined Academic Partnerships as CEO in February 2022. Mr. Bleichmar served in leadership roles at Cengage Group for eight years, most recently as Executive Vice President and General Manager of U.S. Higher Education. During his tenure at Cengage Group, he also served as Chief Product Officer and Chief Strategy Officer. Prior to joining Cengage Group, he held roles at Elsevier and the Boston Consulting Group. He holds an MBA from Columbia University and a bachelor's degree from the University of Pennsylvania.



Howard Rouse, Chief Operating Officer & President

Howard Rouse is Academic Partnerships' Chief Operating Officer & President and former Chief Financial Officer. Mr. Rouse has more than 25 years of experience in finance and accounting, serving as Chief Financial Officer at American College of Education, Kalkomey Enterprises, and Academic Partnerships before assuming the role of Chief Operating Officer. He brings over 10 years of experience in financial and operational management in higher educational services. Mr. Rouse received his Bachelor of Science in Accounting with a minor in Japanese from Brigham Young University.



Joe Lynch, Executive Vice President, University Partnerships

Joe Lynch is responsible for Academic Partnerships' new business development efforts in the United States. Prior to joining AP, Mr. Lynch led a large national business development team at Voyager Expanded Learning, a nationally recognized leader in reading and math intervention for K-12 "at risk" students. Before Voyager, he worked in the banking and financial industry at Ernst and Young and Northpark National Bank of Dallas in various leadership roles. Mr. Lynch received his Bachelor and Master of Business Administration from Baylor University.



Ande Jenkins, Vice President, University Partnerships

Ande Jenkins is responsible for AP's new business development efforts. Prior to joining AP, Mr. Jenkins held roles leading strategic partnerships, business development and strategy at Ambassador Education, a leading provider of digital education distribution platforms, and Blackboard, a leading provider of online learning platforms. Before Blackboard, he worked as an engineer developing e-commerce platforms for Intuit and Whereoware. Mr. Jenkins received his Bachelor of Science in Computer Science from Washington & Lee University and his Master of Business Administration from the University of Virginia.



Susan Dukes, Senior Vice President, University Partnerships

Susan Dukes is AP's Senior Vice President of University Partnerships in the Western United States. Ms. Dukes and her team of Managing Directors are responsible for the overall performance, relationships, and new program acquisition with institutions in the region. Ms. Dukes and her team also support AP's new business development efforts. Ms. Dukes has more than 15 years of experience in the education industry and has held a range of roles in K-12 and higher education organizations. She also operated An Organized House, LLC, which focused on home and office organization and business process efficiencies. Ms. Dukes holds a Bachelor of Science from Lipscomb University and a Master of Education from DePaul University.



Karmela Gaffney, Chief Marketing Officer

Karmela Gaffney serves as AP's Chief Marketing Officer. In her role, she leads high-performing teams in digital and vertical integrated marketing and field marketing. With 25 years of marketing and digital experience in the highly competitive hospitality and online education categories, Ms. Gaffney oversees all aspects of marketing and sales to deliver high-quality prospective students. She utilizes data analytics to test and optimize performance and deliver growth to our partner universities. Ms.

Gaffney holds a Bachelor of Arts in Journalism from Arizona State University.



Amanda Smith, Chief Academic Officer

Dr. Amanda Lynne Smith has 20 years of experience in curriculum and instruction, education management, and online program development in elementary, secondary and postsecondary settings. Her work with Academic Partnerships as Chief Academic Officer has given her the opportunity to apply cross-sector expertise and extensive experience in undergraduate and graduate program development to serving higher-ed faculty, program administrators and online students through the use of research-based best practices and high-quality pedagogy. Dr. Smith holds a Doctor of Philosophy in Curriculum and Instruction from the University of Denver, a Master of Education

in Cross Cultural Studies in Education from National University, Fresno, and a Bachelor of Arts in Liberal Studies from California State University, Fresno.



Rob Hilliard, Chief Information Officer

Rob Hilliard is a collaborative business partner and senior technology executive with over 25 years of experience delivering innovative technology and business solutions in the education, digital marketing and media industries. Mr. Hilliard is currently Chief Information Officer at AP. Prior to joining AP, Mr. Hilliard worked at Laureate Education, Inc., where he most recently was CIO for Laureate Online, supporting Walden University and a group of online university partnerships. Mr. Hilliard holds a Bachelor of Science in Math from Fairfield University and a Master of Business

Administration from Babson College.



George Valiente, Senior Vice President, Partner Support

George Valiente leads AP's Partner Support department, which is responsible for implementation and operations management for AP university partners. Mr. Valiente brings over 16 years of higher education and technology experience. Over those years, he participated in hundreds of college and university ERP implementations, working as a consultant, project manager and department owner. His highest levels of satisfaction come from serving and satisfying his internal and external customers. Mr. Valiente holds a Bachelor of Science in Information Technology and a Master of

Business Administration and Management from the University of Phoenix.



Earl Frischkorn, Senior Vice President, Student Success Center

Earl Frischkorn serves as Senior Vice President, Student Success Center. In this role, he leads the Enrollment and Retention Services teams in providing exceptional service to students on behalf of university partners. Prior to AP, Mr. Frischkorn spent more than 12 years in leadership roles with DeVry Education Group, where he served as Vice President, Operations and Business Services, and held several other roles including leading large student service centers and directing all of the operations of online educational delivery and services for Integrated Education Solutions, a start-up

within the DeVry Education Group. Mr. Frischkorn holds a Master of Science in Industrial Relations and a Bachelor of Arts in Communications from Loyola University in Chicago.

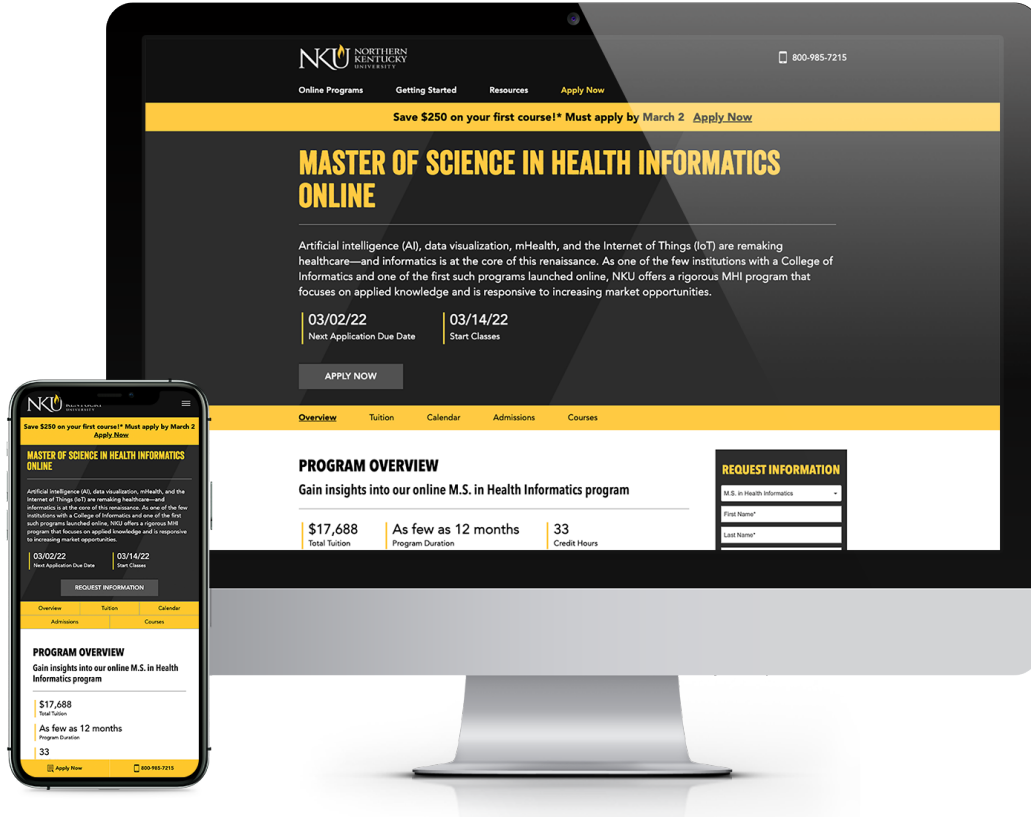
APPENDIX: EXAMPLES OF WORK

Marketing Examples: Northern Kentucky University

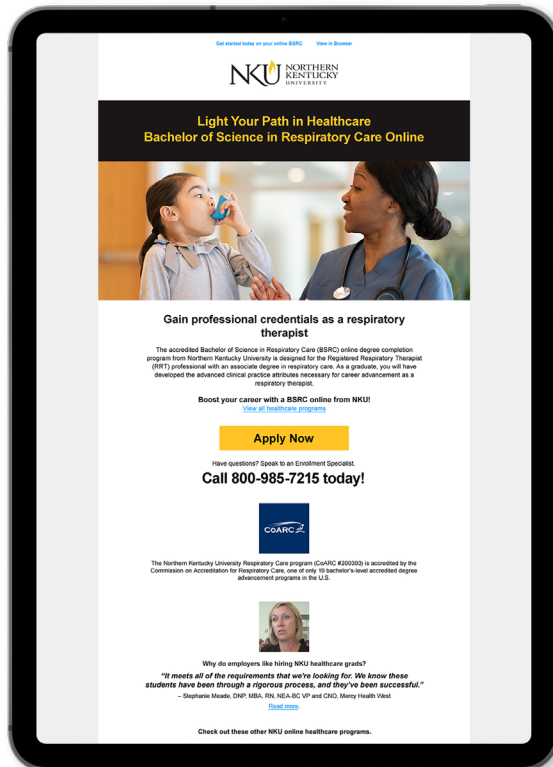
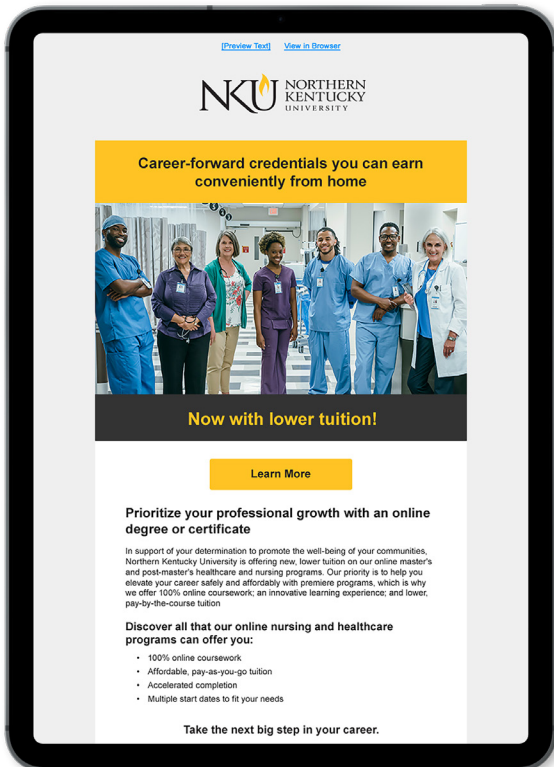
Program Landing Pages



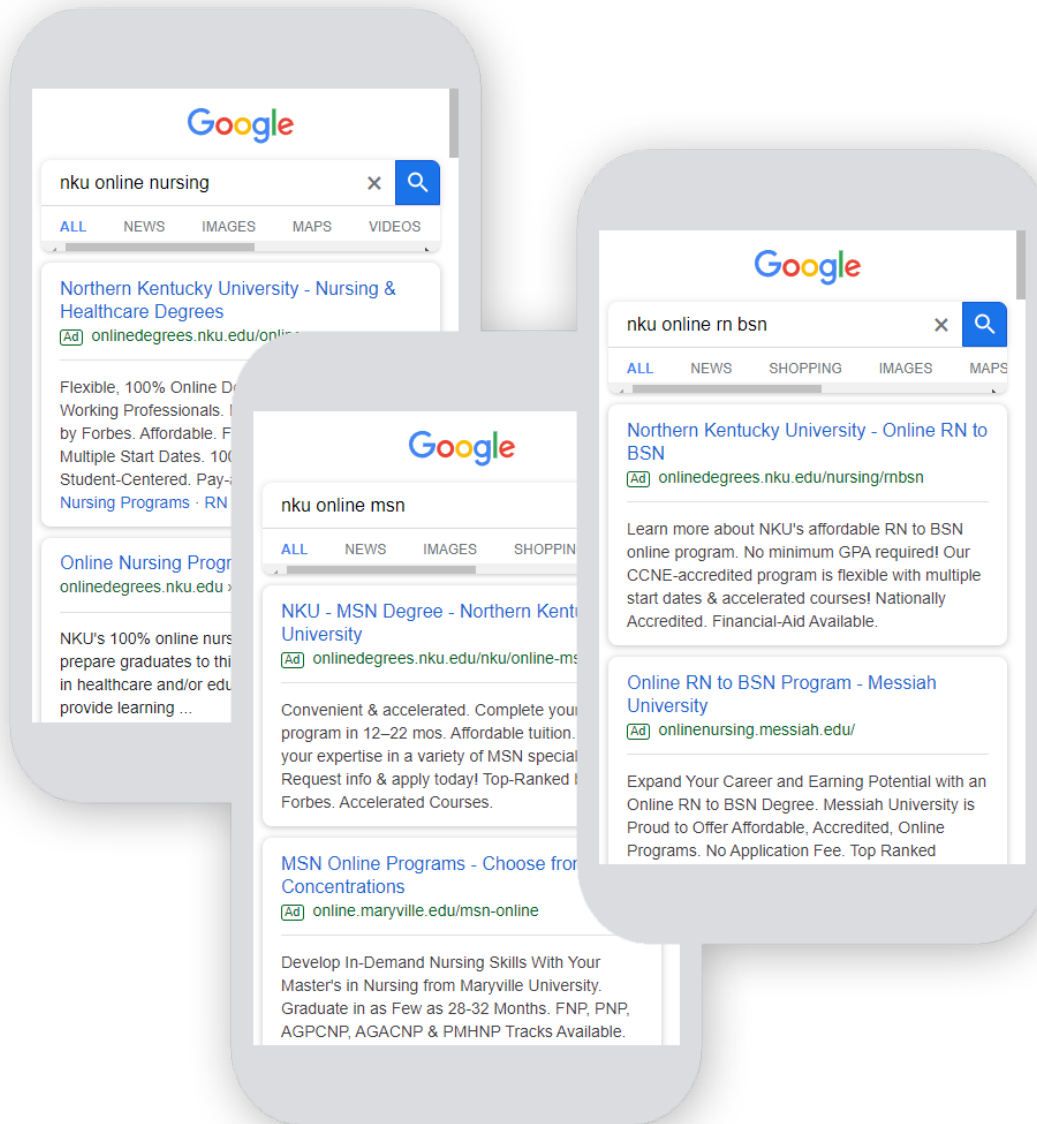
Optimized Program Landing Page



Prospective Student Outreach (Email)



Paid Search (SEM) Advertising





BACHELOR OF SCIENCE IN HEALTH SCIENCE—100% ONLINE
\$350 PER CREDIT HOUR WITH PATH TO SUCCESS SCHOLARSHIP WITH TUITION LOCK*

*The Path to Success Scholarship with Tuition Lock is available to first-time NKU online students only and is comprised of a per-credit-hour savings of \$102, for a \$250 per-credit-hour tuition rate, total cost per credit hour of \$366 including fees. The Scholarship cannot be combined with any other offer and is not available for existing students. Students who step out of the program for more than a year, thus requiring a new application, will no longer receive the \$350 tuition lock and will receive, instead, the current price of the program at time of new enrollment.

For more information, call:

Comple

The Bachelor degree program for healthcare professionals. Deepen your understanding of diverse populations and holistic health.

Through our program, you can already have professional radiologists, allied health professionals, and a degree more.

This 100% online accelerated start when you



M.S. IN HEALTH ADMINISTRATION

Tuition Only \$18,224
No GMAT/GRE Required

Rise to executive levels of leadership in healthcare in as few as 12 months!

Take your career even higher with the Master of Science in Health Administration from NKU online, where you can continue to work while advancing your credentials. The M.S. in Health Administration is affordable with pay-by-the-course tuition, convenient with online courses, and flexible with multiple start dates that fit into your schedule.

Gain the knowledge, industry insights, and specialized expertise that can propel your career upward. Get started today!

KY_MSU_HC_1894_FL_012022

For more information, contact:



Why choose the NKU M.S. in Health Administration online?

- Fast-tracked – finish courses in as few as 12 months
- Affordable – \$536 per credit hour, including fees
- Supportive – caring faculty who make your career goals a priority
- Convenient – 100% online coursework
- Flexible – 6 start dates a year

The M.S. in Health Administration online program is aligned with standards for the Commission on the Accreditation of Healthcare Management Education (CAHME).

About Northern Kentucky University

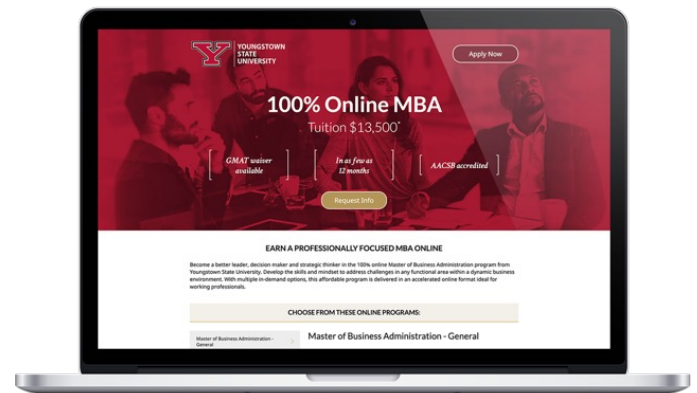
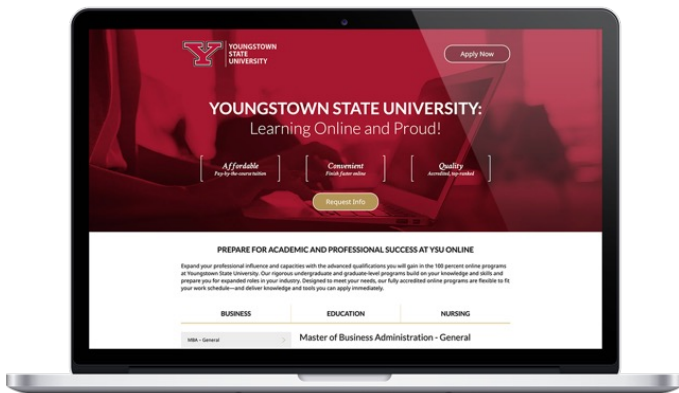
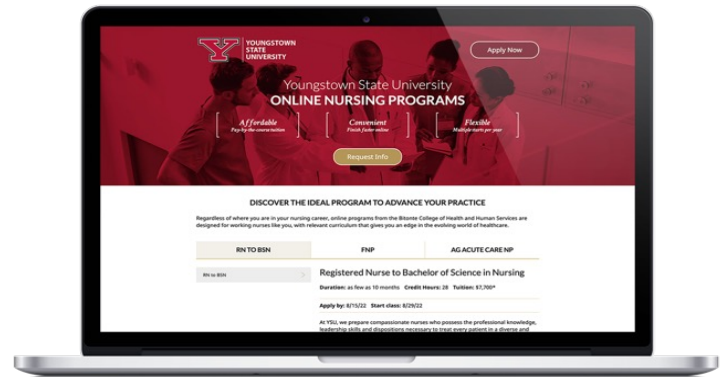
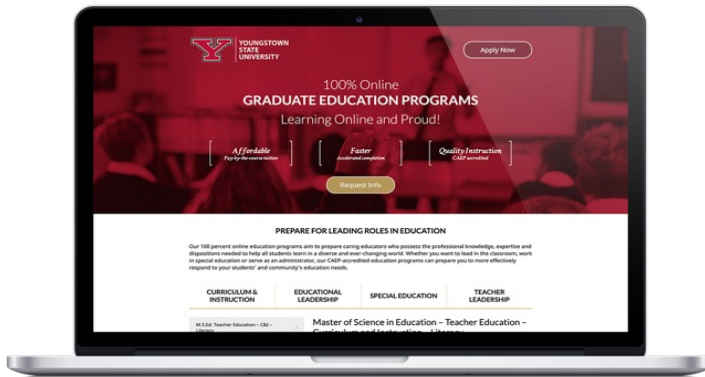
NKU is a growing metropolitan university near Cincinnati with more than 14,000 students served by more than 2,000 faculty and staff. We have become an leader by providing a private school education for a fraction of the cost. While we are one of the fastest growing universities in Kentucky, our professors still know our students by name.

Additional Marketing Examples: Youngstown State University

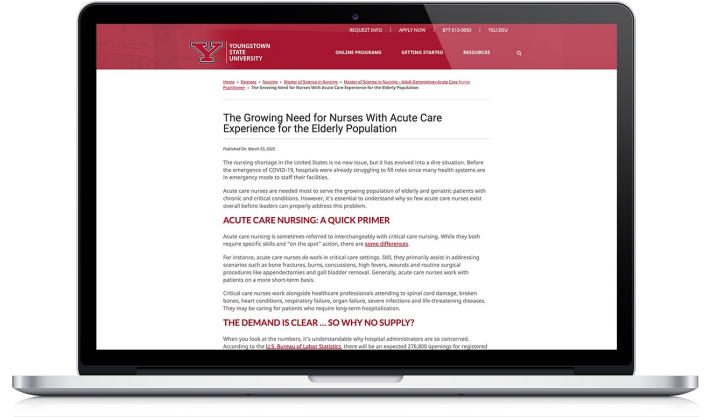
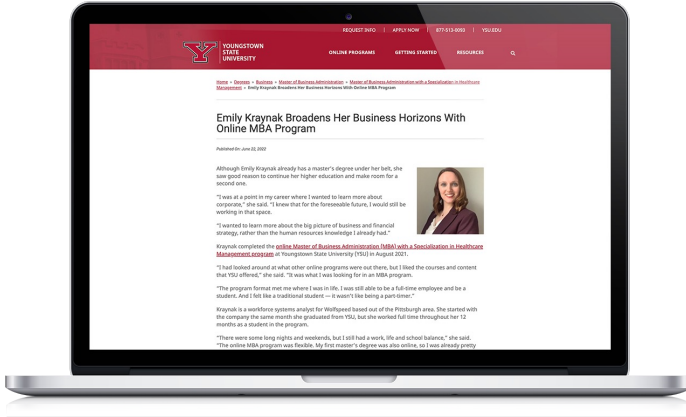
Partner Site



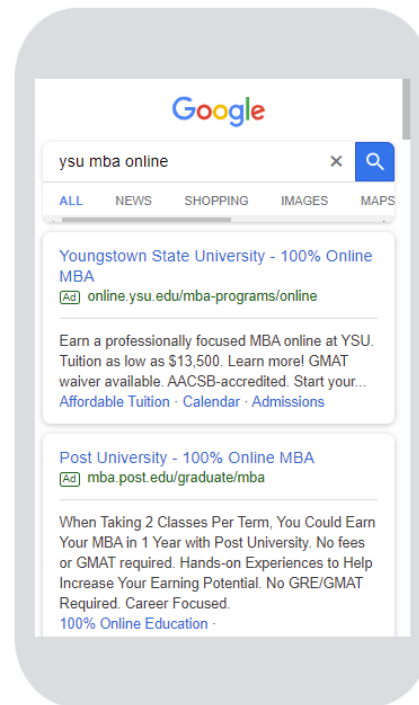
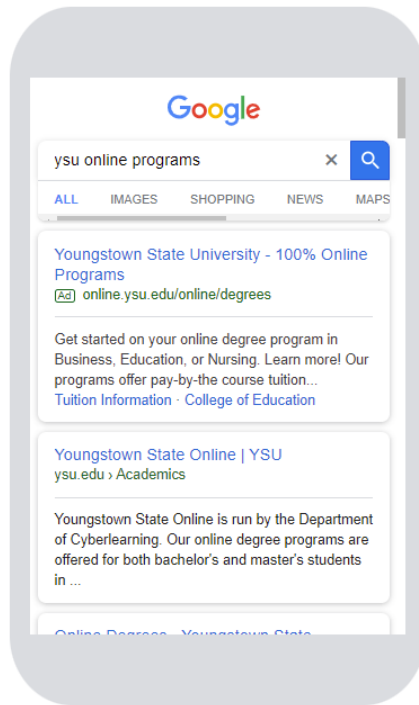
Brand Landing Pages



Content Marketing Articles



Paid Search



Paid Social


 **Youngstown State University**
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Gain the qualifications and credentials you need with an online MBA from Youngstown State. Choose from multiple concentrations!




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RNs: Prepare for career growth through enhanced evidence-based practice by completing the RN to BSN online program at Youngstown State.



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APPENDIX: AP-SUPPORTED PARTNER PROGRAMS

Full Degree Programs across all disciplines such as:

Graduate Business & Technology:

- Accounting
- Business Administration
 - Accounting
 - Agricultural Business
 - Applied Business Analytics
 - Applied Finance
 - Aviation Management
 - Business/Data Analytics
 - Business Systems and Analytics
 - Construction Project Management
 - Corporate
 - Criminal Justice
 - Cybersecurity
 - Engineering Management
 - Economic Development
 - Entrepreneurship
 - Executive Leadership
 - Finance
 - General Business
 - Healthcare Administration
 - Healthcare Information Systems
 - Health Services Administration
 - Hospitality Management
 - Human Resources Management
 - Information Systems
 - International Business
 - International Trade and Logistics
 - Leadership
 - Management
 - Marketing
 - Nonprofit Management
 - Operations and Supply Chain Management
 - Organizational Leadership
 - Professional Communication
 - Professional Sales
 - Project Management
 - Recreation Management
 - Sales Leadership
 - Sales Strategy
 - Sports Administration
 - Strategic Communications
 - Supply Chain Logistics
 - Supply Chain Management
- Business Leadership

Graduate Business & Technology (cont):

- Communication Studies
- Computer Information Systems
- Computer Science
- Criminal Justice
- Cybersecurity
- Data Analytics
- Data Science
- Disaster Preparedness and Emergency Management
- Finance
- Healthcare Informatics
- Hospitality Leadership
- Human Resource Management
- Information Science
- Information Systems
- Information Technology
- Information Technology and MBA (Dual Degree)
- Integrated Marketing
- Interdisciplinary Studies
- Legal Studies
- Management
- Management Information Systems
- Marketing Communication Management
- Mass Communications
- Media Management
- Nonprofit Administration
- Nutrition
- Organizational Leadership
- Public Administration
- Recreation – Sports Management
- Sports Administration
- Sport Management
- Social Work
- Strategic Communications

Graduate Education Degree Programs

- School Administration
- Curriculum and Instruction
 - Early Childhood Education
 - Educational Technology
 - Elementary Education
 - English as a Second Language
 - Literacy Studies
 - Mathematics
 - Music
 - Reading and Literacy
 - Science
 - STEM
 - (Non-Licensure)
- Early Childhood Education
- Educational Administration
- Educational Leadership
- Educational Psychology
- Elementary Education (licensure and non-licensure programs)
- Middle Level Education (licensure and non-licensure programs)
- Secondary Education (licensure and non-licensure programs)
- Special Education (licensure and non-licensure programs)
- Higher Education Administration – Leadership Studies
- Reading
- Administration
- Clinical Mental Health Counseling
- Counseling and Development
- English Language Learners (ELL)
- Health and Physical Education
- Library Media
- Literacy
- School Counseling
- Teacher Leadership
- Educational Specialists Degree (Post-Masters)
 - Curriculum Director
 - Gifted and Talented Director
 - Principalship
 - Special Education Director
 - Superintendent
 - Principal Preparation
 - Superintendent District Administrator
 - Teacher Leader
 - Reading
 - Teaching and Leading
- Doctoral Level Education
 - Curriculum and Instruction
 - Educational Leadership
 - Leadership and Innovation

Undergraduate and Graduate Healthcare Degree Programs

- Public Health
- Occupational Safety and Health
- Respiratory Care
- Accelerated BSN
- BSN
- RN to BSN
- RN to MSN
 - Administrative Leadership in Nursing
 - Adult Gerontology Nurse Practitioner
 - Family Nurse Practitioner
 - Nursing Administration
 - Nursing Education
 - Nursing Informatics
- Master of Science in Nursing
 - Administrative Leadership in Nursing
 - Nurse Administration
 - Nurse Educator
 - Nurse Executive Leadership
 - Nursing Informatics
 - Adult Gerontology Acute Care Nurse Practitioner
 - Family Nurse Practitioner
 - Pediatric Primary Care Nurse Practitioner
 - Psych-Mental Health Nurse Practitioner
 - Public and Population Health
- MSN/MBA (Dual Degree)
- Public Health
- Doctor of Nursing Practice
 - Education
 - General
 - Leadership

Undergraduate Degree Programs

- Accounting Applied Arts and Sciences
- Applied Science
- Bachelor of Liberal Studies
- Business Administration
- Business Analytics
- Business Law
- Business Management
- Business Technology
- Communications
- Criminal Justice
- Health Communication
- History and Political Science
- General Studies
- Interdisciplinary Professional Studies
- Leadership and Professional Studies
- Liberal Studies
- Mass Communications
- Organizational Leadership
- Political Science
- Psychology
- Public Administration
- Sociology
- University Studies
- Accounting
- Administration
- Computer Information Science
- Computer Information Systems
- Criminal Justice
- Criminology
- Digital Innovation
- Disaster Preparedness and Emergency Management
- Economics
- Entrepreneurship
- Engineering Management Systems
- Finance
- General Business Administration
- General Studies
- Global Supply Chain
- Health Studies
- Hospitality Management
- Human Resources Management
- Management
- Management Accounting and Analytics
- Management Information Systems
- Leadership Studies
- Management
- Marketing
- Marketing Analytics
- Political Science
- Real Estate
- Recreation Sports Management
- Sales
- Sociology
- Sport Management
- Strategic Communications
- Technology and Design
- University Studies

Professional Certificate Programs across all disciplines such as:

Business & Technology:

- Accounting
- Applied Finance
- Business Analytics
- Business Foundations
- Business Process Management
- Construction Project Management
- Corporate Finance & Budgeting
- Corporate Leadership
- Cybersecurity Risk Management
- Data Analytics
- Digital Marketing
- Diversity, Equity and Inclusion
- Engineering Management
- Finance
- Financial Reporting and Analysis
- Healthcare Management
- Health Services Administration
- Human Resources Management
- Investment Management
- International Risk Management
- IT Project Management
- Marketing
- Operations and Supply Chain Management
- Professional Accounting
- Project Management
- Risk Management
- Supply Chain Management

Education:

- Alternative Certification Program
- Building-Level Principal Certificate
- Digital Instruction
- Curriculum Director
- Dyslexia
- Gifted Talented Director
- Career and Technical Education (CTE)
- College Teaching
- Early Childhood Education
- English Language Learners (ELL)
- Health and Physical Education
- Instructional Technology
- Library Media
- Literacy
- Mental Health Counseling
- Principal Certification
- Reading Endorsement
- School Administration Add-On Licensure

- Special Education
- Superintendent Education
- Teaching English to Speakers of Other Languages (TESOL)

Healthcare:

- Acute Care Nurse Practitioner to FNP
- Adult-Gero Nurse Practitioner
- Adult FNP to Adult-Gero Acute Care Nurse Practitioner
- Adult Gerontology Acute Care Nurse Practitioner
- Nurse Administrator
- Nurse Education
- Nurse Informatics
- Nurse Practitioner to Psych-Mental Health Nurse Practitioner Advancement
- Pediatric Acute Care Nurse Practitioner
- Pediatric Nurse Practitioner to Family Nurse Practitioner
- Pediatric Primary Care Nurse Practitioner
- Public Health

ONLINE PROGRAM MANAGEMENT AGREEMENT

This Online Program Management Agreement (the “**Agreement**”) is entered between **ACADEMIC PARTNERSHIPS, LLC**, a Delaware limited liability company (“**AP**”), and **SOUTHEAST MISSOURI STATE UNIVERSITY** (the “**University**”). AP and the University are each sometimes referred to in this Agreement as a “**Party**,” and collectively as the “**Parties**.” The Agreement is effective as of the date that the last party signs it (the “**Effective Date**”).

RECITALS

- (A) The University offers courses and degree programs at the undergraduate, graduate, and post-graduate level as well as non-credit-bearing courses and programs.
- (B) AP is dedicated to supporting the scalable delivery of accessible, affordable, workforce-relevant, and high-quality online degree programs and other learning experiences and providing a path for individuals at all income levels to expand the employment and career development opportunities available to them.
- (C) In furtherance of that mission, AP offers a suite of technology-enabled services to universities which in turn allows universities to provide the efficient and timely online delivery and distribution of credit-bearing courses, degree programs, and other non-credit-bearing offerings on behalf of those universities.
- (D) In partnering and combining their respective assets and resources pursuant to this Agreement, AP and the University intend on making the University’s high-quality educational programs available to a broader set of qualified students than traditional on-campus operations would allow, filling existing workforce needs, and creating a positive economic and social impact in the region in which the University is located.
- (E) NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, AP and the University hereby agree as follows:

AGREEMENT

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement will have the following meanings:

Accelerated Format	Consisting of courses that are 5-8 weeks in length.
Addendum	A written supplement to this Agreement executed by the Parties that details features of one or more Managed Programs.
Anonymize	The removal of information that would make a record identifiable to a specific individual such as name and contact information.

Business Day	A day that is not a Saturday, Sunday or U.S. federal holiday.
Data Protection Laws	The laws of any jurisdiction applicable to the confidentiality, privacy and/or security of Personal Data or use, access, storage, processing, transmission, or other exploitation thereof under or in connection with the Agreement, such as the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, as amended from time to time (“CCPA”), the California Online Privacy Protection Act (CALOPPA), the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act (“GLBA”), and the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 (together, “HIPAA”), the General Data Protection Regulation (EU) 2016/679 (“GDPR”), and the ePrivacy Directive (EU) 2002/58/EC (“ePD”), in each case to the extent applicable.
Managed Program	Any accredited educational offering listed in an Addendum for which AP provides services pursuant to this Agreement and which may include synchronous online components, synchronous online tutoring or review sessions, or, as the case may be, other content delivery modalities. Such educational offerings include all courses comprising a Managed Program itself, as well as all pre-requisite, co-requisite, and general education courses that a Student may take in connection with a Managed Program, all of which the University will make available online.
Personal Data	Any information about an identifiable individual transferred by the University or its permitted agents to AP, or that AP collects on behalf of the University, for the provision of the Services that constitutes “personal information,” “personally identifiable information,” “personal data,” or “student data”, or the like under applicable Data Protection Laws.
Prospective Student	An individual interested in enrolling in a Managed Program.
Revenue	All tuition and related fees charged to enrolled Students for courses taken in the Managed Programs, including all pre-requisite, co-requisite, and general education courses.

Services	Defined in Section II. “Services” will include any required, usual, appropriate or acceptable activities relating to the Services, including without limitation processing Personal Data to (a) carry out the Services or the business of which the Services are a part, (b) carry out any benefits, rights and obligations relating to the Services, (c) maintain records relating to the Services, or (d) comply with any legal or self-regulatory obligations relating to the Services.
Start Date	The first day instruction begins for Students enrolled in a Managed Program listed on an Addendum hereto.
Student	An individual enrollee in a Managed Program, regardless of whether the individual’s progression through a Managed Program is interrupted or otherwise non-consecutive in nature or whether the individual has withdrawn from or completed a Managed Program.

II. AP OBLIGATIONS

- A. During the Term of this Agreement, AP will provide the following services with respect to the University’s Managed Programs, either directly or through AP’s agents and affiliates (the “**Services**”):
- i. **Brand Awareness for Managed Programs.** AP will develop and, to ensure consistency in messaging, be solely responsible for implementing a brand awareness strategy on behalf of the University’s Managed Programs (“**Brand Awareness Strategy**”). AP will determine the attributes of the Brand Awareness Strategy, including but not limited to target audiences, media mix, creative assets, campaigns and frequency; provided, however that AP will adhere to the University’s branding and style guidelines.
 - ii. **Employer Relationships.** Where applicable to the Brand Awareness Strategy, the University authorizes AP to establish on the University’s behalf relationships with employers identified by AP (“**Employer Relationships**”), allowing AP to promote certain Managed Programs to the employers' employees.
 - iii. **Prospective Student Outreach.** AP will (1) serve as the primary point of contact for Prospective Students from initial inquiry through enrollment via various communication methods; and (2) guide Prospective Students through the application process, including the Student’s submission of required admission-related documentation to the University or any corresponding authorization to third parties to release such documentation. AP’s activities related to Students or Prospective Students exclude matters related to academic counseling, financial aid, disability services, provision of required disclosures, and other support services

offered by the University, with respect to which AP will refer Students or Prospective Students to the University.

- iv. **Student Retention.** AP will provide Students with ongoing non-instructional support (“**Retention Support**”) to promote Students’ course-to-course progression and continuation in the Managed Programs.
 - v. **Academic Support Services.** AP will share best practices related to the online design, transition, and delivery of Managed Programs with the University’s faculty and staff. AP will not develop, create, or alter curriculum and content. All such actions and associated decision-making regarding curriculum and content will remain the sole province of the University.
 - vi. **Partner Support Services.** AP will provide implementation and project management support to facilitate the launch of the Managed Programs as well as ongoing support for Managed Programs.
 - vii. **Technology Support.** AP will deliver its suite of Services utilizing data from University’s existing technology infrastructure, including the University’s student information system (“**SIS**”) and learning management system (“**LMS**”).
 - viii. **Managing Director.** AP will designate an executive point of contact (“**Managing Director**”) to oversee the AP-University relationship.
 - ix. **Data Retention.** AP will retain all Personal Data for the Term of this Agreement, and for the period required by applicable legal requirements and AP’s policies and procedures.
 - x. **Data Protection.** AP will collect, use, disclose and otherwise process Personal Data in compliance with its Data Protection Procedures. A copy of the current Data Protection Procedures is set forth in Exhibit C hereto. AP will not resell student data to third parties.
- B. Not a Third Party Servicer.** Based on the Services provided under this Agreement, AP is not a Third Party Servicer as defined at 34 C.F.R. § 668.2(b). The Parties agree AP will not be reported or characterized by either Party as such and AP will not undertake any work pursuant to this Agreement inconsistent with this provision.

III. UNIVERSITY OBLIGATIONS

During the Term of this Agreement, the University will comply with the following obligations:

- A. Sole Authority of the University.** In AP’s performance of its Services and the University’s performance of its obligations pursuant to this Agreement, the University will, at all times, retain sole authority in the following areas:
 - i. setting or altering tuition;

- ii. awarding scholarships or financial aid;
- iii. setting admission criteria and making admission decisions;
- iv. new and total number of students in a program, regardless of number of inquiries and applications submitted by prospective students with whom AP has had contact;
- v. selection and appointment of faculty and staff (including all hiring, firing and discipline decisions);
- vi. creation of curriculum and content;
- vii. instruction to students through University-selected and appointed faculty;
- viii. award of course credit and/or academic credentialing;
- ix. accreditation of all Managed Programs prior to any marketing or enrollment by AP, and regulatory compliance, including any corresponding oversight, evaluation, and implementation;
- x. staffing ratios of any department;
- xi. Personal Data to be shared with or disclosed to AP; and
- xii. all other aspects of Student support, development and delivery of Managed Programs, and other University decisions, actions, and services other than the Services.

B. Financial Aid. The following provision will apply if the University offers financial aid to students. The University will carry out the administration of all aspects of the financial aid process in compliance with its existing policies and with all applicable laws. The University will make financial aid available to Students in the same manner and to the same extent as made available to other students of the University, and will be solely responsible for and will retain complete control over all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including determining and verifying eligibility, monitoring and managing all aspects of a student's award acceptance, loan counseling, and setting of budgets and disbursement schedules. AP will have no involvement in, or responsibility for, the financial aid process. AP will refer financial aid matters to the University and the University will specifically dictate any language related to financial aid matters contained in call scripts, guides, or other materials used by AP.

C. Faculty Availability. The University will make its faculty available to develop and convert courses included, or to be included, in the Managed Programs to meet the projected Managed Program Start Dates. Additionally, the University will make its faculty available to teach the courses in the Managed Programs on an ongoing basis. The University represents, warrants and covenants that it has adhered to and will adhere

to all applicable collective bargaining agreements in the process of procuring, entering into and performing this Agreement.

D. Quality Matters Review; Accessibility. If the University is not already a member of “Quality Matters”, a recognized leader in quality assurance for online education, then University will become a member of Quality Matters. The University will allow AP to perform a Quality Matters review on all courses in the Managed Programs (AP in its review may provide comments and recommendations for improvement but the University and faculty ultimately decide whether to implement such recommendations given their responsibility for establishing curriculum / content and course design). The University understands that Quality Matters is a private certification standard that, even if met, may not assure compliance with applicable laws. It is, therefore, the University’s sole responsibility to assure that it complies with all applicable federal, state, and local accessibility regulations, including those governing web access by individuals with disabilities.

E. Privacy

- i. The University will notify AP of limitation(s) in its notice of privacy practices and other privacy policies and obligations, to the extent such limitation(s) may affect AP’s permitted uses or disclosures of Personal Data.
- ii. The University represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable Data Protection Laws to transfer Personal Data to AP and for the purposes of AP and its Subprocessors making the Services available hereunder, and otherwise using, accessing, storing, processing, or transmitting Personal Data as contemplated hereunder.

F. Brand Awareness

- i. *Delivery of Branding and Style Guidelines.* University will deliver to AP its branding and style guidelines to be used as a guide in creating brand awareness and prospective student outreach associated with the Managed Programs, which will be attached to this Agreement as Exhibit A and updated by the Parties as needed.
- ii. *Web Domain Usage.* The University grants AP the right to manage and host one of the following subdomains dedicated to the Managed Programs on the University’s web domain for the duration of this Agreement: (a) <http://online.Universityname.edu> or (b) <http://onlinedegree.Universityname.edu> or (c) <http://degree.Universityname.edu>.
- iii. *University Email Lists.* University grants AP access to the relevant existing student and alumni email lists for the express purpose of marketing the University’s Managed Programs. In circumstances where, in connection with the Services and on behalf of University, AP sends (or causes or permits to be sent) electronic messages, University represents, warrants and covenants that it has obtained all appropriate authority and consent from each individual on such email lists as

required by Data Protection Laws. AP's access is restricted solely to creating awareness of the University's Managed Programs, and AP will not provide or sell email lists to third parties or use email lists to provide services to other AP clients.

- iv. *Access to Marketing Tools & Resources.* The University grants AP the right to access and utilize certain marketing tools and resources to perform its obligations for Managed Programs under this Agreement, including, but not limited to, the University's Google AdWords account and administrative rights to the University's social media accounts to perform its paid search activities. The University authorizes AP to bid on the University name (e.g. – “_____ University”, and relevant combinations or phrases containing its name (e.g., “University Online”), for paid search placement.
 - v. *Linking.* University will implement AP's recommended linking strategy between AP-managed web assets and University domains to aid efficiency and efficacy in students' learning experiences.
 - vi. *Promotional Discounts.* The University will annually set a ceiling for the aggregate total of tuition discounts for Prospective Students (“**Promotional Discounts**”) that AP may utilize in its marketing campaigns on the University's behalf (“**Promotional Allowance**”) in accordance with and to the extent permitted by applicable law. The amount of Revenue that will not be received because of the Promotional Allowance will be shared evenly between the Parties.
 - vii. *Employer Relationship Rates.* If applicable and as permissible by law, the University will establish preferential total tuition rate[s] to be offered to the employees of Employer Relationships who become Students.
 - viii. *Managed Program Structure.* To support accessibility and avail working learners of flexible schedules, the University will provide for each Managed Program to: (a) have multiple start dates per calendar year; (b) be delivered in an Accelerated Format; and (c) offer required pre-requisites online as co-requisites.
- G. Data Access.** The University will make available to AP certain University and Student data from the University's technology systems, including but not limited to SIS and LMS at the University's sole discretion. This data may include Personal Data and is identified in Exhibit B hereto for the purposes set forth in this Agreement. The University will ensure that it has secured all necessary rights for AP to use the Personal Data made available by the University for the purposes set forth in or contemplated by this Agreement. Further, the University designates AP as a “school official” within the meaning of C.F.R. § 99.31(a)(1)(i)(B) (FERPA) as AP performs Services to the University in accordance with this Agreement and is authorized to use and/or disclose the Data to fulfill its obligations under this Agreement or as otherwise permitted by applicable law. AP may also utilize Personal Data for its own lawful business purposes, and the University will ensure that it has secured all necessary rights for AP to do so.

- H. Regulatory Approvals.** The University will implement this Agreement in accordance with all rules and regulations of all applicable education regulatory authorities including accrediting agency requirements. As required by law, the University will fulfill its obligation to determine if it is required to obtain and maintain any type of approval, accreditation, authorization, certificate, or license to deliver online instruction, market degree programs, or recruit Students. If the University determines that it or its agents are required to obtain any sort of approval, authorization, certificate, accreditation or license in any state or other jurisdiction, then the University will obtain all such necessary approvals and will communicate them to AP in a timely manner. The University will inform AP as to which states' (or other jurisdictions') residents the University is legally authorized to enroll as Students, the types of marketing and recruitment activities for which it has obtained approval, and in which locations such approvals have been obtained. The University represents and warrants that it is in material compliance with the state and federal regulations and accreditation standards relevant to its status as an institution of higher education. The University further represents and warrants that it has obtained all required approvals as stipulated by its governance structure in order to provide instruction for the Managed Programs. As between AP and University, University acknowledges and agrees that it is solely responsible for compliance with this Section III(H).
- I. Designation of Contacts.** The University will designate both a primary senior contact and a secondary operational point of contact for the AP-University relationship. The University's primary contact will be a Provost, Dean, or other senior administration official to interact with AP's assigned Managing Director. The operational contact will act as a project manager for the AP-University relationship.
- J. License Grants.** The University grants AP a royalty-free, nonexclusive, worldwide, and, for the duration of this Agreement, irrevocable license to use the University's intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, pictures (of faculty, the University, and its students and alumni), and know-how, (i) for the purposes contemplated under this Agreement, including to provide the Services, (ii) for internal business purposes, including to continue to improve the Services, and (iii) solely with respect to the University's trademarks, logos, websites, marketing materials, and pictures, to promote the relationships contemplated by this Agreement. AP may allow its agents and vendors to utilize the University's materials licensed hereunder in AP's discretion as required for AP to perform Services pursuant to this Agreement. If the failure to provide the use of such licenses renders the performance of any requested Service impossible or unreasonably difficult, AP may, upon reasonable notice to University, refuse to provide such Service.
- K. Exclusivity/Competing Programs.** The University agrees that for the duration of this Agreement, AP will be the exclusive Party providing services for Managed Programs and that the University will not offer online any program that is the same or similar to any Managed Program.
- L. Payments to AP.** The University will pay AP the AP Compensation as set out in Section VI.

IV. INTELLECTUAL PROPERTY

- A. Ownership of Contributed Materials.** AP and University each retain all ownership and intellectual property rights in any materials that either Party contributes respectively for use by the other Party as contemplated under this Agreement. Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this Agreement will belong to the Party that creates such intellectual property, unless mutually agreed to otherwise in writing. The University owns (1) the content of online course materials, and (2) the content of any marketing materials created exclusively for or by the University which refer to the University in any way. AP retains all rights in and to its business methods, technology, and marketing techniques, including but not limited to any improvements or modifications thereto which may arise during the course of performing the Services pursuant to this Agreement and data pertaining to contacts with prospective students. Except as otherwise necessary to fulfill its post-termination/expiration/nonrenewal obligation to the other Party, within a reasonable time after expiration/termination/non-renewal of the Agreement, both Parties will cease all use of the other's provided materials and destroy or return any such material in its possession to other Party.
- B. Warranty.** Each Party represents and warrants to the other that it is the sole and exclusive owner of all intellectual-property rights in the provided materials or has the license to use any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge, such provided materials do not infringe any third-party rights. EXCEPT FOR THE FOREGOING, AP MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE SERVICES, ALL OF WHICH ARE PROVIDED "AS IS", AND AP HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- C. Third Party Programs.** If the University so desires, AP may make third party products, services, and programs ("**Third Party Programs**") available to the University in connection with the Services. The use of such Third Party Programs may be governed by the applicable third party terms for such Third Party Programs. For the University's convenience, AP may include charges for the Third Party Programs as part of AP's fees for the Services, but, notwithstanding anything herein to the contrary, assumes no responsibility or liability whatsoever for such Third Party Programs, and expressly disclaims any and all warranties with respect thereto. The University is solely responsible for any Third Party Programs the University installs or uses in connection with the Services, and hereby indemnifies AP for any liabilities or claims with respect thereto. If the University installs or uses any Third Party Programs, then the University is solely responsible for directing and controlling use of such Third Party Programs. The University may not install any Third Party Programs in a way that would subject any AP technology or intellectual property to obligations beyond those set forth in this Agreement.

V. **TERM and TERMINATION**

- A. **Agreement Term.** The initial term of this Agreement and any Addendum hereto (“**Initial Term**”) will commence on the first Start Date under this Agreement and will end on the seventh (7th) year anniversary of the first Start Date under this Agreement. Except in the case of early termination under Section V(B) of this Agreement, and in recognition of the efforts and intricacies involved in launching and evolving a well-functioning partnership, upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for additional successive five (5) year terms (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless either Party provides written notice of nonrenewal at least two-hundred seventy (270) days prior to the end of the Initial Term or the then-current Renewal Term, as applicable.
- B. **Termination for Material Breach.** If either Party materially breaches the terms of this Agreement and fails to correct the breach within sixty (60) days after the non-breaching Party provides written notification of the breach (the “**Cure Period**”), the non-breaching Party will have the right to terminate this Agreement, including all Addenda hereunder, by providing written notification of termination after expiration of the Cure Period. The Parties acknowledge and agree that any termination under this Section V(B) will have no effect on University’s obligations to adhere to the terms of Section VI(A)(2) of this Agreement.
- C. **Post-Termination Retention Support.** Unless agreed otherwise by the Parties, AP will continue to provide Retention Support for any Students who continue to enroll in courses included in a Managed Program even after the expiration, non-renewal, or termination of this Agreement or of the Addendum for such Managed Program (“**Post-Termination Retention Support**”). If AP provides Post-Termination Retention Support, the University will continue to remit sufficient data to AP to enable AP to continue to provide Post-Termination Retention Support.
- D. **Survival of Certain Provisions.** The obligations set forth in this Agreement, including but not limited to those set forth in Sections III, IV, V, VI, VIII, IX, X, XI, and XII, will survive the termination, expiration or non-renewal of this Agreement to the extent required to effectuate their purpose.

VI. **AP COMPENSATION**

- A. **Payments to AP.** The Parties acknowledge that AP and the University share a commitment to student success, while also serving clearly distinct roles which correspond to the core competencies of each. AP’s provision of the upfront capital and expertise necessary to launch and sustain online programs is intended to help the University expand its reach and flexibly serve students in light of increased demand for workforce-relevant education. The payment model below supports the assurance of aligned goals.
- (1) The Parties also acknowledge that: (a) significant portions of the value of AP’s Services under this Agreement, including the Brand Awareness Strategy,

prospective student outreach, enrollment, and academic support services, are delivered before the Start Date for a Managed Program and before Students enroll in a Managed Program; (b) the only source for AP's compensation under this Agreement is Revenue that is produced when Students enroll in courses in a Managed Program; and (c) the value produced by AP's Services continues to accrue to such Students and to the University as long as Students continue to enroll in courses in a Managed Program, even if they do so non-consecutively or after the expiration, termination or non-renewal of this Agreement.

- (2) Accordingly, to fully compensate AP for the Services, the Parties agree that the University will pay AP (i) for the first year of the Agreement, forty percent (40%) of the Revenue (the "AP Compensation") and (ii) for years two through seven and any subsequent Renewal Term, fifty percent (50%), in each case for any and all courses taken by Students who initially enroll in the Managed Programs during the Term of this Agreement (each, a "Covered Student"). AP Compensation will be due for, and apply to, any courses taken by a Covered Student on a course-by-course basis regardless of whether such Covered Student takes a course prior to or after non-renewal, expiration or termination of the Agreement. A student who does not take any courses for the twenty-four-month period immediately following such non-renewal, expiration or termination of this Agreement will not be deemed a Covered Student any longer and under no circumstance will any payment for a Covered Student be due under this Agreement after the expiration of a forty-eight-month period following its non-renewal, expiration or termination. During the Term of this Agreement and until such time as is no longer necessary to effectuate this Section VI(A)(2), University will provide sufficient Student Data and other relevant information to enable invoicing by AP.
- (3) AP will submit an invoice to the University for any compensation due within thirty (30) days after the drop for non-payment deadline for any course within the Managed Programs. Payment by the University to AP is due within thirty (30) days of the date of each invoice. Each Party will be responsible for all taxes due on its portion of Revenues received.

B. Access to Personal Data. Notwithstanding anything in this Agreement, the Parties acknowledge and agree that AP's access to Personal Data is not part of the consideration exchanged by the Parties in respect of this Agreement.

VII. RIGHT OF FIRST REFUSAL. AP seeks to avoid conflict with the University and/or other vendors in reaching out to prospective students who may express interest in multiple programs, which could inflate prospective student outreach costs. During the Term of this Agreement, if the University elects to offer online programs other than the Managed Programs listed in any executed Addendum, the University will first offer AP the right to incorporate those online programs as Managed Programs in accordance with the terms of this Agreement. AP will have sixty (60) days to decide, at its sole discretion, whether to accept the online programs as Managed Programs. If AP declines to include any particular online program offered, then the University may offer such online program, provided that

it: (i) is not listed in any executed Addendum during the Term, and (ii) is not substantially similar to, and/or competitive with, the Managed Programs represented by AP during the Term. For the purposes of this Agreement, programs that are online but not in an Accelerated Format are deemed competitive with the Managed Programs, even if they include “synchronous” or “live” learning experiences.

VIII. CONFIDENTIAL INFORMATION. Each Party agrees that it will not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical, or other information of the other Party that, in the exercise of reasonable judgment, should be recognized by such Party as confidential (“**Confidential Information**”). The obligation of confidentiality will not apply to information which the receiving Party can demonstrate: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information, as shown by contemporaneous written records; or (f) is previously known to the receiving Party on a non-confidential basis. Upon expiration, non-renewal or termination of this Agreement, each Party will deliver to the other Party or destroy all documents, papers and other matter in its possession or under its control that contain or relate to such Confidential Information, provided that the Parties may retain any Confidential Information to the extent reasonably needed to comply with applicable tax, accounting or financial reporting requirements or to resolve any legal issues identified at the time of such expiration, non-renewal or termination.

IX. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR PUNITIVE DAMAGES, OR CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE, OR ANY LOSS OF GOODWILL OR ANTICIPATED SAVINGS, IN RELATION TO THIS AGREEMENT, WHETHER OR NOT THE RELEVANT LOSS WAS FORESEEABLE, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LOSSES OR DAMAGES FOR ANY FAILURE TO MAKE PAYMENTS TO AP PURSUANT TO SECTION VI OF THIS AGREEMENT ARE DIRECT LOSSES OR DAMAGES. AP’S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL PAYMENTS RECEIVED UNDER THIS AGREEMENT IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Notwithstanding anything to the contrary in this Agreement, the University is solely liable for student admissions, the provision of Personal Data or other data to AP, financial aid activities, the conduct of University personnel and all academic decisions under this Agreement and agrees that AP will not have any liability to University or any third party in connection therewith.

- X. **NON-SOLICITATION.** Each Party agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit, any employee of the other Party during the Term of this Agreement and for a period of three (3) years thereafter, provided, however, that the foregoing does not prohibit either Party from hiring any person who responds to a general advertisement or solicitation not specifically directed at employees of either Party.
- XI. **PRESS RELEASES; PUBLIC ANNOUNCEMENTS.** If requested by either Party, the Parties will cooperate in drafting and issuing all appropriate press releases and other public announcements relating to the subject matter of this Agreement and the relationship between the Parties.
- XII. **MISCELLANEOUS.**
- A. **Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with laws of the State of Oklahoma, without regard to its conflicts of law provisions. The exclusive venue for any legal proceeding relating to or arising out of the Agreement shall be in the Circuit Court of Cape Girardeau County, Missouri.
- B. **Dispute Resolution.** In the event of any dispute arising between the Parties, notice will be given to the other Party of such dispute. The Parties will then work in good faith to resolve such dispute within sixty (60) days after receipt of the dispute notice. If the Parties are unable to resolve the dispute within sixty (60) days, then the Parties will refer the matter to an agreed mediator within thirty (30) days. If the Parties are unable to resolve the dispute at mediation, then any unresolved controversy or claim arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, will be resolved by confidential, expedited binding arbitration in Houston, Texas in accordance with then-current JAMS rules and procedures before three arbitrators. Within fifteen (15) days after the commencement of arbitration, each Party will appoint one arbitrator, and the two Party-appointed arbitrators will select a third arbitrator who will act as president of the tribunal. If the Party-appointed arbitrators are unable or fail to agree upon the third arbitrator within third (30) days of the confirmation of the later of their appointments, the third arbitrator will be appointed by JAMS in accordance with its rules. All arbitrators will serve as neutral, independent and impartial arbitrators. The Parties will request that the tribunal conduct the arbitration proceeding in an expedited fashion in order to complete the proceeding (but not necessarily render a final award) within six (6) months after the date upon which the tribunal is constituted. The prevailing participant in any arbitration will be entitled to recover all of its legal costs and fees. Judgment on the award may be entered in any court having jurisdiction. This clause will not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- C. **Notice.** All notices, including notices of address change, required to be sent hereunder will be in writing and will be deemed to have been given when mailed if sent by certified mail, or when actually received if sent by another means:

If to AP:
Academic Partnerships, LLC
Attn: Finance Department
700 North Pearl Street
Suite 600
Dallas, Texas 75201

If to the University:
Southeast Missouri State University
Attn: _____
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701
Email: _____

With a copy to:
Academic Partnerships, LLC
Attn: Legal Department
700 North Pearl Street
Suite 600
Dallas, Texas 75201

The Parties may treat email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

- D. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, each Party agrees that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remaining provisions of this Agreement will remain in full force and will not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, such provision will be reformed without further action by the Parties to the extent strictly necessary to render such provision valid and enforceable, with enforceable language that reflects such intent as closely as possible.
- E. Waiver; Time to Bring an Action.** The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two (2) years after the cause of action accrued.
- F. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument.
- G. Force Majeure.** Neither Party will be liable for delays or failure in its performance hereunder, other than non-payment of amounts owing when due, to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, pandemic (including COVID-19) or any other event beyond the reasonable control of that Party.
- H. Relationship Between the Parties.** Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Neither this Agreement, nor any terms and conditions contained

herein, will be construed as creating a partnership, joint venture, agency, or franchise relationship.

- I. **Entire Agreement.** This Agreement, together with any documents expressly incorporated by reference, constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the subject matter herein.
- J. **Construction.** The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. In this Agreement, the term “including” and words of similar import mean “including, without limitation,” unless the context requires otherwise. The terms “termination”, “expiration”, or “non-renewal” may be used interchangeably in this Agreement and whether the end of the contractual relationship between the Parties is classified as a “termination”, “expiration”, or “non-renewal” has no effect on the Parties’ respective post-termination obligations. For purposes of this Agreement, the fact that any representation and warranty may be more specific than any other representation and warranty shall not be construed so as to limit or restrict the scope, applicability or meaning of any other representation and warranty contained herein. Each party to this Agreement and its counsel have participated in the drafting of this Agreement, the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of construction to the effect that any ambiguities shall be resolved against the drafting party shall be used to interpret this Agreement.
- K. **Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Either Party may assign this Agreement with written notice to the other Party.
- L. **Amendment.** No amendment to this Agreement or of any of the documents referred to in it will be valid unless in writing and executed by both Parties.
- M. **Managed Program Addendum.** A Managed Program Addendum will be deemed issued and accepted only if signed by AP and the University.
- N. **Additional Terms and Conditions.** The University’s Terms and Conditions as modified, are set forth in **Exhibit C** attached hereto and made part of this Agreement. If any conflict arises between this Agreement and the attached Missouri terms and conditions, RFP proposal, or RFP response, the order of precedence is: (1) this Agreement; (2) the attached Missouri terms and conditions; (3) the RFP response; and (4) the RFP proposal.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ACADEMIC PARTNERSHIPS, LLC

**SOUTHEAST MISSOURI STATE
UNIVERSITY**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM 1
TO THE
ONLINE PROGRAM MANAGEMENT AGREEMENT**

This Addendum 1 dated as of _____, 2022, is a supplement to that certain Online Program Management Agreement dated as of _____, 2022, between Academic Partnerships, LLC (“AP”), and Southeast Missouri State University (“University”) and is fully incorporated therein.

PROGRAM AND/OR DEGREE (“ONLINE PROGRAMS”)	PROJECTED START DATE	AP REVENUE PERCENTAGE*
		50%
		50%
		50%
		50%
		50%
		50%
		50%
		50%
		50%
		50%

* Revenue Percentage will be forty percent (40%) for the first year of the Agreement.

ACADEMIC PARTNERSHIPS, LLC

**SOUTHEAST MISSOURI STATE
UNIVERSITY**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
University Branding and Style Guidelines

Exhibit B
DATA SHARING AND PROTECTION PROCEDURES

I. Data Sharing

The Parties agree to share data (each Party represents and warrants to the other that it has all necessary authority and right to share data under this Agreement) necessary to facilitate the services outlined in this Agreement, as follows:

University shall provide AP with access, on a cadence developed by AP and agreed to by University, to the information reflected in AP’s standardized data schema and set forth on the applicable data template, including the following information and other data fields as may be required pursuant to modifications to reflect evolving marketplace conditions (a “Data Infrastructure Update”). Depending on the programs included, multiple integration methods and cadences may be required. The specific data exchanged may also vary depending on the integration method and cadence.

Data Group	Field Name	Description
Applicant	actualStartDate	Date on which the first class is taken and enrollment remains active past census date. If the enrollment is dropped/withdrawn/inactive before the census date, this field should be blank.
Applicant	applicationFeePaidDate	The date associated with when the application fee was paid.
Applicant	applicationFeeStatus	The status of application fee payment
Applicant	applicationId	A unique, static identifier for an application.
Applicant	applicationPackEvalDate	Date of Application Evaluation Date
Applicant	applicationPackEvalStatus	Application Evaluation Status
Applicant	applicationStatusCode	A code denoting the status of the application.
Applicant	applicationStatusDesc	Description of the application status.
Applicant	appliedDate	The date the student's application was submitted on
Applicant	currentExpectedStartDate	Class start date when prospect is presently anticipated to begin. May be same or different than originalExpectedStartDate.
Applicant	institutionAdmittedDate	Date student is admitted to the institution
Applicant	originalExpectedStartDate	Class start date on prospect’s application.

Applicant	programAdmittedDate	The date the applicant was admitted to the program.
Applicant	programCode	Program code associated with the program/major name.
Applicant	programEligibilityStatusCode	The code for the status of the student's eligibility to participate in a particular program.
Applicant	programEligibilityStatusDesc	Description of the program eligibility status code.
Applicant	programName	Description of the program
Applicant	programReviewStatusCode	The code for the application status for a particular program
Applicant	programReviewStatusDesc	Description of the application status code.
Applicant	statusReasonCode	A code denoting the status reason
Applicant	statusReasonDesc	A description of the status reason code
Applicant	termAdmitted	The term during which the student was admitted; this should include sub-term or part of term information where applicable.
Applicant	transferCreditApplied	Total number of transfer credits applied to the associated program.
Applicant	transferGPA	GPA of transfer credits applied to the associated program.
Applicant	programCode	Program code associated with the program/major name of the student's current and active program.
Applicant	statusCode	Code identifying the student's academic standing, such as active, on LOA, inactive, graduated, etc.
Applicant	statusDesc	Description for the status code.
Applicant	statusDate	The date the above status went into effect.
Billing	BaseTuition	The base tuition charged to the student for the course
Billing	Fees	Fees charged to the student that should be deducted from the Base Tuition before invoicing by Academic Partnerships. This only applies when fees are included in the Base Tuition
Billing	scholarshipAmount	AP Scholarship amount at student level. E.g. If marketing offers \$250 off the first course, would like to see \$250
Billing	dropBalanceDue	The balance required from the student to prevent the student from being dropped.

Billing	dropBalanceDueDate	The deadline by which the balance due is required to prevent the student from being dropped.
Billing	dropTermCode	The term for which the student will be dropped if the outstanding balance is not recovered.
Billing	dropStartDate	The Start Date associated with the drop balance due, or the date on which the student will be dropped if the outstanding balance is not recovered.
Billing	totalBalanceDue	Total outstanding amount due from the student. This reflects the total of all amounts regardless of start (current as well as future).
Checklist	documentCode	The code associated with the <documentName> data element.
Checklist	documentName	The name of the checklist item associated to the <documentCode> data element. For transcripts, the Full Name of the institution providing the transcript must be present in the data feed.
Checklist	receivedDate	The date the checklist item has been received <u>and</u> deemed to satisfy the requirement for admissions.
Checklist	reviewDate	The date the document was reviewed. If the document has not been reviewed, this will be blank.
Checklist	reviewStatusCode	Code describing review processes the document is in.
Checklist	reviewStatusDesc	Description of the review status code.
Graduation	anticipatedGraduationDate	Date of expected graduation for the student.
Graduation	graduationAppliedDate	The date the student applied for graduation from the associated program.
Graduation	degreeConferredDate	The date the degree was conferred for the associated program.
Partner	university	The institution's IPEDS ID. Used for unique identifier within the data file feeds. Utilized as a key within Academic Partnerships database.
Person	addressLine1	Number and street name of the address selected within the data file.
Person	addressLine2	Address line 2 of the address selected within the data file.

Person	addressLine3	Address line 3 of the address selected within the data file.
Person	cellPhone	The applicant cell phone number. Phone number is needed to match a contact within AP's CRM
Person	city	City associated with the address selected within the data file.
Person	countryCode	ISO3166-1 alpha-3 or alpha-2 country code of the address selected within the data file.
Person	email1	The applicant's primary email address provided during the application process. Email is needed to match a contact within AP's CRM
Person	email2	The applicant's secondary email address provided during the application process. Email is needed to match a contact within AP's CRM
Person	employer	The applicant's employer name provided during submission of the application.
Person	firstName	The applicant's legal first name.
Person	homePhone	The applicant home phone number. Phone number is needed to match a contact within AP's CRM
Person	institutionEmail	The University assigned email address.
Person	lastName	The applicant's legal last name.
Person	maidenName	The applicant's maiden name if different than legal name populated in <lastName> field.
Person	middleName	The applicant legal middle name.
Person	partnershipCode	A code that signifies the student's relationship to a partner organization. Codes may be given by Academic Partnerships for reporting.
Person	postalCode	Postal code associated with the address selected within the data file.
Person	preferredFirstName	The applicant's preferred first name.
Person	primaryCitizenship	ISO3166-1 alpha-3 or alpha-2 Country code of primary country of citizenship.
Person	state	State associated with the address selected within the data file.

Person	studentId	A unique, static identifier for the student. The Student ID is used to match throughout the data files for key information. The Student ID should not change throughout the student's educational lifecycle.
Person	suffix	The suffix of the legal name.
Person	workPhone	The applicant work phone number. Phone number is needed to match a contact within AP's CRM
Registration	originalEnrolledTerm	Original term for which student was enrolled past the census date; used to determine student's tenure
Registration	nextEnrolledTerm	The next term for which the student has active enrollments that have not yet started.
Registration	termActivated	The term for which a student has been activated to enroll for courses.
Registration	hoursRegistered	Number of credit hours for which the student is currently registered.
Registration	dropIndicator	Flag indicating the student is at a risk to be dropped for a balance not paid. Valid values are "Y" and "N".
Registration	currentGPA	Current GPA for the student in the associated program.
Registration	universityCreditsEarned	Number of credits earned by the student for the associated program.
Registration	enrollmentHolds	Container for any requirements a student must satisfy to proceed with the registration process.
Registration	holdTypeCode	A code indicating the type of hold.
Registration	holdTypeDesc	A description of the hold type code.
Registration	holdDate	The date the hold was put into effect.
Registration	holdStatusCode	A code indicating the latest status of the hold.
Registration	holdStatusDesc	Description of the hold status code.
Registration	firstEnrollmentDate	The date the student enrolled in their first course (not the date the student's first course starts). This value typically does not change. It may, however, if the student enrolls, drops all classes, and defers their start for a later time.
Registration	termEnrolled	First term in which the student is enrolled.
Registration	Course	The course name
Registration	courseStart	The start date of the course

Registration	SectionID	A logical section ID uniquely defining a course offered for a given period of time.
Registration	Term	Code representing timeframe of the course
Registration	completionStatusCode	A code indicating a student's completion of a course
Registration	completionStatusDesc	Description of the completion status code.
Registration	courseId	A higher order identifier that uniquely describes a course.
Registration	creditEarned	The number of credit hours earned for the course.
Registration	effectiveDate	The date the status change went into effect; including a time stamp with the date is preferred.
Registration	endDate	The date on which the section ends.
Registration	enrollmentId	An ID that uniquely describes the enrollment; this could be manufactured or exported from the SIS.
Registration	finalGrade	Final reported grade for the enrollment record.
Registration	startDate	The date on which the section begins.
Registration	enrollmentStatusCode	The student's current enrollment status.
Registration	enrollmentStatusDesc	Description of the enrollment status code.
Registration	lastCourseAccess	The last time the student logged into the course.
Registration	timeSpentInClass	The cumulative number of minutes spent online in the course.
Registration	firstName	The first name of the instructor.
Registration	lastName	The last name of the instructor.
Registration	subTerm	Code representing the part of term in which the course is offered.
Registration	term	Code representing timeframe of the course (e.g. Summer 2022).
Registration	title	The description of the course, e.g. "Technical Writing".
Registration	userId	The university ID of the instructor teaching the course.
Person	financialAidIndicator	Flag indicating the student is requesting financial aid. Valid values are "Y" and "N".

II. Data Protection Procedures

1. Definitions. Capitalized terms not defined in this DPP have the meanings given in the Agreement.

- 1.1 **Information Security Incident** means a breach of AP's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in AP's possession, custody or control, that materially compromises the privacy or security of the Personal Data.
- 1.2 **Student Data** means Personal Data subject to FERPA.
- 1.3 **Subprocessors** means third parties engaged by AP who are authorized under this DPP to process Personal Data in relation to the Service.

2. Duration and Scope of DPP

This DPP will, notwithstanding the expiration, non-renewal or termination of the Agreement, remain in effect until, and automatically expire upon, AP's erasure or Anonymization of Personal Data maintained on behalf of the University.

3. Personal Data Processing

- 3.1 AP will process Personal Data only in compliance with Data Protection Laws to provide the Services. AP hereby certifies that it understands its obligations under this DPP and will comply with them.
- 3.2 In the handling of all Student Data, AP will be considered a "school official" (and be covered by the University's disclosures to Students on this point) and will comply with regulations of the FERPA, (34 CFR Part 99). Nothing herein restricts AP's use of any data it initially furnishes to the University, subject to applicable law.

4. Security

- 4.1 AP Security Measures. AP will implement and maintain commercially reasonable administrative, technical and physical safeguards designed to protect Personal Data against Information Security Incidents. Such Security Measures will comply with applicable Data Protection Laws.
- 4.2 Information Security Incidents. If AP becomes aware of an Information Security Incident, AP will (a) notify University of the Information Security Incident without undue delay after becoming aware of the Information Security Incident, and (b) take reasonable steps to identify the cause of such Information Security Incident, minimize harm and prevent a recurrence.

5. Data Subject Rights

- 5.1 AP's Responsibility for Requests. If AP receives any request from a Student in relation to the Student's Personal Data, AP will direct the Student to the University and the University will be responsible for responding to any such request.
- 5.2 AP's Data Subject Request Assistance. AP will (taking into account the nature of the processing of Personal Data) reasonably assist the University in responding to Students' requests to exercise their rights under Data Protection Laws. The University is solely

responsible for determining Universities' legal obligations with respect to such requests, including the validity of such requests under applicable Data Protection Laws.

5.3 Termination

Upon termination of the University's access to the Service, AP will erase or Anonymize or cause the erasure or Anonymization of all Personal Data in the care, custody or control of AP and any Subprocessor as soon as reasonably practicable, except to the extent retention thereof is required by law or AP's policies and procedures. AP will determine the method by which it will erase or Anonymize the Personal Data.

6. **Subprocessors.** A list of Subprocessors used by AP can be found by visiting AP's website at www.academicpartnerships.com/subprocessors.

Exhibit C
SOUTHEAST MISSOURI STATE UNIVERSITY
TERMS AND CONDITIONS

1. APPLICABLE LAWS, REGULATIONS, AND POLICIES

- a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- b. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- c. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- d. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- e. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- f. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

2. CONFLICT OF INTEREST

- a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

3. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

4. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

ONLINE MASTER SERVICES AGREEMENT

This Online Master Services Agreement (the “**Agreement**”) is entered between **ACADEMIC PARTNERSHIPS, LLC**, a Delaware limited liability company (“**AP**”), and **SOUTHEAST MISSOURI STATE UNIVERSITY** (the “**University**”). AP and the University are each sometimes referred to in this Agreement as a “**Party**,” and collectively as the “**Parties**.” The Agreement is effective as of the date that the last party signs it (the “**Effective Date**”).

RECITALS

- (A) The University offers courses and degree programs at the undergraduate, graduate, and post-graduate level as well as non-credit-bearing courses and programs.
- (B) AP is dedicated to supporting the scalable delivery of accessible, affordable, workforce-relevant, and high-quality online degree programs and other learning experiences and providing a path for individuals at all income levels to expand the employment and career development opportunities available to them.
- (C) In furtherance of that mission, AP offers a suite of technology-enabled services to universities which in turn allows universities to provide the efficient and timely online delivery and distribution of credit-bearing courses, degree programs, and other non-credit-bearing offerings on behalf of those universities.
- (D) In partnering and combining their respective assets and resources pursuant to this Agreement, AP and the University intend on making the University’s high-quality educational programs available to a broader set of qualified students than traditional on-campus operations would allow, filling existing workforce needs, and creating a positive economic and social impact in the region in which the University is located.
- (E) NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, AP and the University hereby agree as follows:

AGREEMENT

I. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement will have the following meanings:

Accelerated Format	Consisting of courses that are 5-8 weeks in length.
Addendum	A written supplement to this Agreement executed by the Parties that details features of one or more Programs.

Anonymize	The removal of information that would make a record identifiable to a specific individual such as name and contact information.
Business Day	A day that is not a Saturday, Sunday or U.S. federal holiday.
Data Protection Laws	The laws of any jurisdiction applicable to the confidentiality, privacy and/or security of Personal Data or use, access, storage, processing, transmission, or other exploitation thereof under or in connection with the Agreement, such as the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, as amended from time to time (“CCPA”), the California Online Privacy Protection Act (CALOPPA), the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act (“GLBA”), and the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 (together, “HIPAA”), the General Data Protection Regulation (EU) 2016/679 (“GDPR”), and the ePrivacy Directive (EU) 2002/58/EC (“ePD”), in each case to the extent applicable.
Fees	Defined in Exhibit A .
Program	Any accredited educational offering designed by the University and listed in an Addendum for which AP provides services pursuant to this Agreement.
Personal Data	Any information about an identifiable individual transferred by the University or its permitted agents to AP, or that AP collects on behalf of the University, for the provision of the Services that constitutes “personal information,” “personally identifiable information,” “personal data,” or “student data”, or the like under applicable Data Protection Laws.
Prospective Student	An individual interested in enrolling in a Program.
Services	Defined in Section II. “Services” will include any required, usual, appropriate or acceptable activities relating to the Services, including without limitation processing Personal Data to (a) carry out the Services or the business of which the Services are a part, (b) carry out any benefits, rights and obligations relating to the Services, (c) maintain records relating to the Services, or (d) comply with any legal or self-regulatory obligations relating to the Services.

Start Date	The first day instruction begins for Students enrolled in a Program listed on an Addendum hereto.
Student	An individual enrollee in a Program, regardless of whether the individual's progression through a Program is interrupted or otherwise non-consecutive in nature or whether the individual has withdrawn from or completed a Program.

II. AP SERVICES

During the Term of this Agreement, AP will provide the Services selected by the University and set forth in **Exhibit A** attached hereto. The following is a complete list of Services that AP may provide with respect to the University's Programs, either directly or through AP's agents and affiliates, and a description of Services:

- A. **Performance Support Services.** Performance Support Services is a required service that AP will provide at the rate set forth in **Exhibit A** in conjunction with any Services selected by the University. AP will designate an executive point of contact ("**Managing Director**") to oversee the AP-University relationship AP will provide implementation and project management support to facilitate the launch of the Programs as well as ongoing support for Programs. AP will deliver its suite of Services utilizing data from University's existing technology infrastructure, including the University's student information system ("**SIS**") and learning management system ("**LMS**"). AP will collect, use, disclose and otherwise process Personal Data in compliance with its Data Sharing and Protection Procedures as set forth in **Exhibit B** hereto.
- B. **Integrated Marketing.** AP will develop and, to ensure consistency in messaging, be solely responsible for implementing a brand awareness strategy on behalf of the University's Programs ("**Brand Awareness Strategy**"). AP will determine the attributes of the Brand Awareness Strategy, including but not limited to target audiences, media mix, creative assets, campaigns and frequency; provided, however that AP will adhere to the University's branding and style guidelines.
- C. **Field Marketing.** Where applicable to the Brand Awareness Strategy, the University authorizes AP to establish on the University's behalf relationships with employers identified by AP ("**Employer Relationships**"), allowing AP to promote certain Managed Programs to the employers' employees.
- D. **Prospective Student Outreach.** AP will (1) serve as the primary point of contact for Prospective Students from initial inquiry through enrollment via various communication methods; and (2) guide Prospective Students through the application process, including the Student's submission of required admission-related documentation to the University or any corresponding authorization to third parties to release such documentation. AP's activities related to Students or Prospective Students

exclude matters related to academic counseling, financial aid, disability services, provision of required disclosures, and other support services offered by the University, with respect to which AP will refer Students or Prospective Students to the University.

- E. **Student Retention.** AP will provide Students with ongoing non-instructional support (“**Retention Support**”) to promote Students’ course-to-course progression and continuation in the Programs.
- F. **Academic Support Services.** AP will share best practices related to the online design, transition, and delivery of Programs with the University’s faculty and staff. AP will not develop, create, or alter curriculum and content. All such actions and associated decision-making regarding curriculum and content will remain the sole province of the University.

III. UNIVERSITY OBLIGATIONS

During the Term of this Agreement, the University will comply with the following obligations:

- A. **Sole Authority of the University.** In AP’s performance of its Services and the University’s performance of its obligations pursuant to this Agreement, the University will, at all times, retain sole authority in the following areas:
 - i. setting or altering tuition;
 - ii. awarding scholarships or financial aid;
 - iii. setting admission criteria and making admission decisions;
 - iv. new and total number of students in a program, regardless of number of inquiries and applications submitted by prospective students with whom AP has had contact;
 - v. selection and appointment of faculty and staff (including all hiring, firing and discipline decisions);
 - vi. creation of curriculum and content;
 - vii. instruction to students through University-selected and appointed faculty;
 - viii. award of course credit and/or academic credentialing;
 - ix. accreditation of all Programs prior to any marketing or enrollment by AP, and regulatory compliance, including any corresponding oversight, evaluation, and implementation;
 - x. staffing ratios of any department;
 - xi. Personal Data to be shared with or disclosed to AP; and

- xii. all other aspects of Student support, development and delivery of Programs, and other University decisions, actions, and services other than the Services.
- B. Financial Aid.** The following provision will apply if the University offers financial aid to students. The University will carry out the administration of all aspects of the financial aid process in compliance with its existing policies and with all applicable laws. The University will make financial aid available to Students in the same manner and to the same extent as made available to other students of the University, and will be solely responsible for and will retain complete control over all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including determining and verifying eligibility, monitoring and managing all aspects of a student's award acceptance, loan counseling, and setting of budgets and disbursement schedules. AP will have no involvement in, or responsibility for, the financial aid process. AP will refer financial aid matters to the University and the University will specifically dictate any language related to financial aid matters contained in call scripts, guides, or other materials used by AP.
- C. Faculty Availability.** To the extent required for AP to provide Services hereunder, the University will make its faculty available to develop and convert courses included, or to be included, in the Programs to meet the projected Program Start Dates. Additionally, the University will make its faculty available to teach the courses in the Programs on an ongoing basis. The University represents, warrants and covenants that it has adhered to and will adhere to all applicable collective bargaining agreements in the process of procuring, entering into and performing this Agreement.
- D. Quality Matters Review; Accessibility.** If the University is not already a member of “Quality Matters”, a recognized leader in quality assurance for online education, then University will become a member of Quality Matters. The University will allow AP to perform a Quality Matters review on all courses in the Programs (AP in its review may provide comments and recommendations for improvement but the University and faculty ultimately decide whether to implement such recommendations given their responsibility for establishing curriculum / content and course design). The University understands that Quality Matters is a private certification standard that, even if met, may not assure compliance with applicable laws. It is, therefore, the University’s sole responsibility to assure that it complies with all applicable federal, state, and local accessibility regulations, including those governing web access by individuals with disabilities.
- E. Privacy**
- i. The University will notify AP of limitation(s) in its notice of privacy practices and other privacy policies and obligations, to the extent such limitation(s) may affect AP’s permitted uses or disclosures of Personal Data.
 - ii. The University represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable Data Protection Laws

to transfer Personal Data to AP and for the purposes of AP and its Subprocessors making the Services available hereunder, and otherwise using, accessing, storing, processing, or transmitting Personal Data as contemplated hereunder.

F. Brand Awareness

- i. *Delivery of Branding and Style Guidelines.* University will deliver to AP its branding and style guidelines to be used as a guide in creating brand awareness and prospective student outreach associated with the Programs.
- ii. *Web Domain Usage.* The University grants AP the right to manage and host one of the following subdomains dedicated to the Programs on the University’s web domain for the duration of this Agreement: (a) <http://online.Universityname.edu> or (b) <http://onlinedegree.Universityname.edu> or (c) <http://degree.Universityname.edu>.
- iii. *[University Email Lists.* University grants AP access to the relevant existing student and alumni email lists for the express purpose of marketing the University’s Programs. In circumstances where, in connection with the Services and on behalf of University, AP sends (or causes or permits to be sent) electronic messages, University represents, warrants and covenants that it has obtained all appropriate authority and consent from each individual on such email lists as required by Data Protection Laws. AP’s access is restricted solely to creating awareness of the University’s Programs, and AP will not provide or sell email lists to third parties or use email lists to provide services to other AP clients.]
- iv. *Access to Marketing Tools & Resources.* The University grants AP the right to access and utilize certain marketing tools and resources to perform its obligations for Programs under this Agreement, including, but not limited to, the University’s Google AdWords account and administrative rights to the University’s social media accounts to perform its paid search activities. The University authorizes AP to bid on the University name (e.g. – “_____ University”, and relevant combinations or phrases containing its name (e.g., “University Online”), for paid search placement.
- v. *Linking.* University will implement AP’s recommended linking strategy between AP-managed web assets and University domains to aid efficiency and efficacy in students’ learning experiences.
- vi. *Promotional Discounts.* The University will annually set a ceiling for the aggregate total of tuition discounts for Prospective Students (“**Promotional Discounts**”) that AP may utilize in its marketing campaigns on the University’s behalf (“**Promotional Allowance**”) in accordance with and to the extent permitted by applicable law. The amount of Revenue that will not be received because of the Promotional Allowance will be shared evenly between the Parties.

- vii. *Program Structure.* To support accessibility and avail working learners of flexible schedules, the University will provide for each Program to: (a) have multiple start dates per calendar year; (b) be delivered in an Accelerated Format; and (c) offer required pre-requisites online as co-requisites.
- G. Data Access.** To the extent required for AP to provide Services hereunder, the University will make available to AP certain University and Student data from the University's technology systems, including but not limited to SIS and LMS at the University's sole discretion. This data may include Personal Data and is identified in **Exhibit B** hereto for the purposes set forth in this Agreement. The University will ensure that it has secured all necessary rights for AP to use the Personal Data made available by the University for the purposes set forth in or contemplated by this Agreement. Further, the University designates AP as a "school official" within the meaning of C.F.R. § 99.31(a)(1)(i)(B) (FERPA) as AP performs Services to the University in accordance with this Agreement and is authorized to use and/or disclose the Data to fulfill its obligations under this Agreement or as otherwise permitted by applicable law. AP may also utilize Personal Data for its own lawful business purposes, and the University will ensure that it has secured all necessary rights for AP to do so.
- H. Regulatory Approvals.** The University will implement this Agreement in accordance with all rules and regulations of all applicable education regulatory authorities including accrediting agency requirements. As required by law, the University will fulfill its obligation to determine if it is required to obtain and maintain any type of approval, accreditation, authorization, certificate, or license to deliver online instruction, market degree programs, or recruit Students. If the University determines that it or its agents are required to obtain any sort of approval, authorization, certificate, accreditation or license in any state or other jurisdiction, then the University will obtain all such necessary approvals and will communicate them to AP in a timely manner. The University will inform AP as to which states' (or other jurisdictions') residents the University is legally authorized to enroll as Students, the types of marketing and recruitment activities for which it has obtained approval, and in which locations such approvals have been obtained. The University represents and warrants that it is in material compliance with the state and federal regulations and accreditation standards relevant to its status as an institution of higher education. The University further represents and warrants that it has obtained all required approvals as stipulated by its governance structure in order to provide instruction for the Programs. As between AP and University, University acknowledges and agrees that it is solely responsible for compliance with this Section III(H).
- I. Designation of Contacts.** The University will designate both a primary senior contact and a secondary operational point of contact for the AP-University relationship. The University's primary contact will be a Provost, Dean, or other senior administration official to interact with AP's assigned Managing Director. The operational contact will act as a project manager for the AP-University relationship.
- J. License Grants.** The University grants AP a royalty-free, nonexclusive, worldwide, and, for the duration of this Agreement, irrevocable license to use the University's

intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, pictures (of faculty, the University, and its students and alumni), and know-how, (i) for the purposes contemplated under this Agreement, including to provide the Services, (ii) for internal business purposes, including to continue to improve the Services, and (iii) solely with respect to the University's trademarks, logos, websites, marketing materials, and pictures, to promote the relationships contemplated by this Agreement. AP may allow its agents and vendors to utilize the University's materials licensed hereunder in AP's discretion as required for AP to perform Services pursuant to this Agreement. If the failure to provide the use of such licenses renders the performance of any requested Service impossible or unreasonably difficult, AP may, upon reasonable notice to University, refuse to provide such Service.

- K. Payments to AP.** The University will pay AP the AP Compensation as set forth in Section VI. University will establish a monthly media budget and AP will invoice the University monthly based on actual media spend incurred plus related Integrated Marketing fees as set forth in **Exhibit A**.

IV. INTELLECTUAL PROPERTY

- A. Ownership of Contributed Materials.** AP and University each retain all ownership and intellectual property rights in any materials that either Party contributes respectively for use by the other Party as contemplated under this Agreement. Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this Agreement will belong to the Party that creates such intellectual property, unless mutually agreed to otherwise in writing. The University owns (1) the content of online course materials, and (2) the content of any marketing materials created exclusively for or by the University which refer to the University in any way. AP retains all rights in and to its business methods, technology, and marketing techniques, including but not limited to any improvements or modifications thereto which may arise during the course of performing the Services pursuant to this Agreement and data pertaining to contacts with prospective students. Except as otherwise necessary to fulfill its post-termination/expiration/nonrenewal obligation to the other Party, within a reasonable time after expiration/termination/non-renewal of the Agreement, both Parties will cease all use of the other's provided materials and destroy or return any such material in its possession to other Party.
- B. Warranty.** Each Party represents and warrants to the other that it is the sole and exclusive owner of all intellectual-property rights in the provided materials or has the license to use any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge, such provided materials do not infringe any third-party rights. EXCEPT FOR THE FOREGOING, AP MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE SERVICES, ALL OF WHICH ARE PROVIDED "AS IS", AND AP HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

V. **TERM and TERMINATION**

- A. **Agreement Term.** The initial term of this Agreement and any Addendum hereto (“**Initial Term**”) will commence on the Effective Date and will end on the fifth (5th)-year anniversary of the Effective Date. Except in the case of early termination under Section V(B) of this Agreement, upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for additional successive five (5) year terms (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless either Party provides written notice of nonrenewal at least two-hundred seventy (270) days prior to the end of the Initial Term or the then-current Renewal Term, as applicable.
- B. **Termination for Material Breach.** If either Party materially breaches (a) the terms of this Agreement or (b) any Program Addendum and fails to correct the breach within sixty (60) days after the non-breaching Party provides written notification of the breach (the “**Cure Period**”), the non-breaching Party will have the right to: in the case of breach of this Agreement, terminate this Agreement, and in the case of breach of a Program Addendum, terminate such Program Addendum by providing written notification of termination after expiration of the Cure Period. Termination of a Program Addendum does not result in termination of any other Program Addendum or termination of this Agreement.
- C. **Survival of Certain Provisions.** The obligations set forth in this Agreement, including but not limited to those set forth in Sections III, IV, V, VI, VII, VIII, IX, X, XI, and XII will survive the termination, expiration or non-renewal of this Agreement to the extent required to effectuate their purpose.

VI. **AP COMPENSATION**

- A. **Payments to AP.** The University will pay AP the Fees in the amounts listed on **Exhibit A** for Services requested in each Program Addendum. Payment is due net 30 days of receipt of invoice. Fees are subject to an annual 3% increase.

- VII. **RIGHT OF FIRST REFUSAL.** AP seeks to avoid conflict with the University and/or other vendors in reaching out to prospective students who may express interest in multiple programs, which could inflate prospective student outreach costs. During the Term of this Agreement, if the University elects to offer online programs other than the Managed Programs listed in any executed Addendum, the University will first offer AP the right to incorporate those online programs as Managed Programs in accordance with the terms of this Agreement. AP will have sixty (60) days to decide, at its sole discretion, whether to accept the online programs as Managed Programs. If AP declines to include any particular online program offered, then the University may offer such online program, provided that it: (i) is not listed in any executed Addendum during the Term, and (ii) is not substantially similar to, and/or competitive with, the Managed Programs represented by AP during the Term. For the purposes of this Agreement, programs that are online but not in an

Accelerated Format are deemed competitive with the Managed Programs, even if they include “synchronous” or “live” learning experiences.

VIII. CONFIDENTIAL INFORMATION. Each Party agrees that it will not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical, or other information of the other Party that, in the exercise of reasonable judgment, should be recognized by such Party as confidential (“**Confidential Information**”). The obligation of confidentiality will not apply to information which the receiving Party can demonstrate: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information, as shown by contemporaneous written records; or (f) is previously known to the receiving Party on a non-confidential basis. Upon expiration, non-renewal or termination of this Agreement, each Party will deliver to the other Party or destroy all documents, papers and other matter in its possession or under its control that contain or relate to such Confidential Information, provided that the Parties may retain any Confidential Information to the extent reasonably needed to comply with applicable tax, accounting or financial reporting requirements or to resolve any legal issues identified at the time of such expiration, non-renewal or termination.

IX. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL OR PUNITIVE DAMAGES, OR CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE, OR ANY LOSS OF GOODWILL OR ANTICIPATED SAVINGS, IN RELATION TO THIS AGREEMENT, WHETHER OR NOT THE RELEVANT LOSS WAS FORESEEABLE, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LOSSES OR DAMAGES FOR ANY FAILURE TO MAKE PAYMENTS TO AP PURSUANT TO SECTION VI OF THIS AGREEMENT ARE DIRECT LOSSES OR DAMAGES. AP’S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL PAYMENTS RECEIVED UNDER THIS AGREEMENT IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Notwithstanding anything to the contrary in this Agreement, the University is solely liable for student admissions, the provision of Personal Data or other data to AP, financial aid activities, the conduct of University personnel and all academic decisions under this Agreement and agrees that AP will not have any liability to University or any third party in connection therewith.

X. NON-SOLICITATION. Each Party agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit, any employee of the other Party during the Term of this Agreement and for a period of three (3) years thereafter, provided, however, that the foregoing does not prohibit either Party from hiring any person who

responds to a general advertisement or solicitation not specifically directed at employees of either Party.

XI. PRESS RELEASES; PUBLIC ANNOUNCEMENTS. If requested by either Party, the Parties will cooperate in drafting and issuing all appropriate press releases and other public announcements relating to the subject matter of this Agreement and the relationship between the Parties.

XII. MISCELLANEOUS.

A. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with laws of the State of Oklahoma, without regard to its conflicts of law provisions. The exclusive venue for any legal proceeding relating to or arising out of the Agreement shall be in the Circuit Court of Cape Girardeau County, Missouri.

B. Dispute Resolution. In the event of any dispute arising between the Parties, notice will be given to the other Party of such dispute. The Parties will then work in good faith to resolve such dispute within sixty (60) days after receipt of the dispute notice. If the Parties are unable to resolve the dispute within sixty (60) days, then the Parties will refer the matter to an agreed mediator within thirty (30) days. If the Parties are unable to resolve the dispute at mediation, then any unresolved controversy or claim arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, will be resolved by confidential, expedited binding arbitration in Houston, Texas in accordance with then-current JAMS rules and procedures before three arbitrators. Within fifteen (15) days after the commencement of arbitration, each Party will appoint one arbitrator, and the two Party-appointed arbitrators will select a third arbitrator who will act as president of the tribunal. If the Party-appointed arbitrators are unable or fail to agree upon the third arbitrator within third (30) days of the confirmation of the later of their appointments, the third arbitrator will be appointed by JAMS in accordance with its rules. All arbitrators will serve as neutral, independent and impartial arbitrators. The Parties will request that the tribunal conduct the arbitration proceeding in an expedited fashion in order to complete the proceeding (but not necessarily render a final award) within six (6) months after the date upon which the tribunal is constituted. The prevailing participant in any arbitration will be entitled to recover all of its legal costs and fees. Judgment on the award may be entered in any court having jurisdiction. This clause will not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

C. Notice. All notices, including notices of address change, required to be sent hereunder will be in writing and will be deemed to have been given when mailed if sent by certified mail, or when actually received if sent by another means:

If to AP:
Academic Partnerships, LLC
Attn: Finance Department
700 North Pearl Street
Suite 600
Dallas, Texas 75201

If to the University:
Southeast Missouri State University
Attn: _____
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701
Email: _____

With a copy to:
Academic Partnerships, LLC
Attn: Legal Department
700 North Pearl Street
Suite 600
Dallas, Texas 75201

The Parties may treat email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

- D. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, each Party agrees that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remaining provisions of this Agreement will remain in full force and will not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, such provision will be reformed without further action by the Parties to the extent strictly necessary to render such provision valid and enforceable, with enforceable language that reflects such intent as closely as possible.
- E. Waiver; Time to Bring an Action.** The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two (2) years after the cause of action accrued.
- F. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument.
- G. Force Majeure.** Neither Party will be liable for delays or failure in its performance hereunder, other than non-payment of amounts owing when due, to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, pandemic (including COVID-19) or any other event beyond the reasonable control of that Party.
- H. Relationship Between the Parties.** Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Neither this Agreement, nor any terms and conditions contained

herein, will be construed as creating a partnership, joint venture, agency, or franchise relationship. Based on the Services provided under this Agreement, AP is not a Third Party Servicer as defined at 34 C.F.R. § 668.2(b). The Parties agree AP will not be reported or characterized by either Party as such and AP will not undertake any work pursuant to this Agreement inconsistent with this provision.

- I. Entire Agreement.** This Agreement, together with any documents expressly incorporated by reference, constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the subject matter herein.
- J. Construction.** The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. In this Agreement, the term “including” and words of similar import mean “including, without limitation,” unless the context requires otherwise. The terms “termination”, “expiration”, or “non-renewal” may be used interchangeably in this Agreement and whether the end of the contractual relationship between the Parties is classified as a “termination”, “expiration”, or “non-renewal” has no effect on the Parties’ respective post-termination obligations. For purposes of this Agreement, the fact that any representation and warranty may be more specific than any other representation and warranty shall not be construed so as to limit or restrict the scope, applicability or meaning of any other representation and warranty contained herein. Each party to this Agreement and its counsel have participated in the drafting of this Agreement, the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of construction to the effect that any ambiguities shall be resolved against the drafting party shall be used to interpret this Agreement.
- K. Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Either Party may assign this Agreement with written notice to the other Party.
- L. Amendment.** No amendment to this Agreement or of any of the documents referred to in it will be valid unless in writing and executed by both Parties.
- M. Program Addendum.** A Program Addendum will be deemed issued and accepted only if signed by AP and the University.
- N. Additional Terms and Conditions.** The University’s Terms and Conditions as modified, are set forth in **Exhibit C** attached hereto and made part of this Agreement. If any conflict arises between this Agreement and the attached Missouri terms and conditions, RFP proposal, or RFP response, the order of precedence is: (1) this Agreement; (2) the attached Missouri terms and conditions; (3) the RFP response; and (4) the RFP proposal.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ACADEMIC PARTNERSHIPS, LLC

**SOUTHEAST MISSOURI STATE
UNIVERSITY**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**PROGRAM ADDENDUM 1
TO THE
ONLINE MASTER SERVICES AGREEMENT**

This Addendum 1 dated as of _____, 2022, is a supplement to that certain Online Program Management Agreement dated as of _____, 2022, between Academic Partnerships, LLC (“AP”), and Southeast Missouri State University (“University”) and is fully incorporated therein.

PROGRAM AND/OR DEGREE (“ONLINE PROGRAMS”)

ACADEMIC PARTNERSHIPS, LLC

**SOUTHEAST MISSOURI STATE
UNIVERSITY**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - Part 1
Program, Services Offered and Related Fees

Fee Name	Rate	Per Activity	Billing Frequency
Performance Support Fee (required)			
Integrated Marketing Fee ¹ (required)			
Field Marketing Fee			
Student Enrollment Services Fee			
Student Retention Services Fee			
Student Success Fee (required)			
Academic Support Fee			
Integrated Marketing Start-up Fee			
Field Marketing Start-up Fee			
Student Enrollment/Retention Services Start-up Fee			

Fees as of _____, 2022. An automatic 3% increase in fees will be applied at each anniversary date of the Agreement.

¹ Integrated Marketing Fees are exclusive of media spend, which will be funded solely by the University. For commissionable media projects where new creative concepts are required, any client engagement, project management/traffic and creative/digital development time associated with commissionable media projects will be estimated in advance and billed at the then-current rate.

**Exhibit A - Part 2
Program and Services Selected**

Service	Service Selected Yes / No
Performance Support	Yes (required)
Integrated Marketing	Yes (required)
Field Marketing	
Enrollment Services	
Retention Services	
Student Success	Yes (required)
Academic Support	

Exhibit B
DATA SHARING AND PROTECTION PROCEDURES

I. Data Sharing

The Parties agree to share data (each Party represents and warrants to the other that it has all necessary authority and right to share data under this Agreement) necessary to facilitate the services outlined in this Agreement, as follows:

University shall provide AP with access, on a cadence developed by AP and agreed to by University, to the information reflected in AP’s standardized data schema and set forth on the applicable data template, including the following information and other data fields as may be required pursuant to modifications to reflect evolving marketplace conditions (a “Data Infrastructure Update”). Depending on the programs included, multiple integration methods and cadences may be required. The specific data exchanged may also vary depending on the integration method and cadence.

Data Group	Field Name	Description
Applicant	actualStartDate	Date on which the first class is taken and enrollment remains active past census date. If the enrollment is dropped/withdrawn/inactive before the census date, this field should be blank.
Applicant	applicationFeePaidDate	The date associated with when the application fee was paid.
Applicant	applicationFeeStatus	The status of application fee payment
Applicant	applicationId	A unique, static identifier for an application.
Applicant	applicationPackEvalDate	Date of Application Evaluation Date
Applicant	applicationPackEvalStatus	Application Evaluation Status
Applicant	applicationStatusCode	A code denoting the status of the application.
Applicant	applicationStatusDesc	Description of the application status.
Applicant	appliedDate	The date the student's application was submitted on
Applicant	currentExpectedStartDate	Class start date when prospect is presently anticipated to begin. May be same or different than originalExpectedStartDate.
Applicant	institutionAdmittedDate	Date student is admitted to the institution
Applicant	originalExpectedStartDate	Class start date on prospect’s application.

Applicant	programAdmittedDate	The date the applicant was admitted to the program.
Applicant	programCode	Program code associated with the program/major name.
Applicant	programEligibilityStatusCode	The code for the status of the student's eligibility to participate in a particular program.
Applicant	programEligibilityStatusDesc	Description of the program eligibility status code.
Applicant	programName	Description of the program
Applicant	programReviewStatusCode	The code for the application status for a particular program
Applicant	programReviewStatusDesc	Description of the application status code.
Applicant	statusReasonCode	A code denoting the status reason
Applicant	statusReasonDesc	A description of the status reason code
Applicant	termAdmitted	The term during which the student was admitted; this should include sub-term or part of term information where applicable.
Applicant	transferCreditApplied	Total number of transfer credits applied to the associated program.
Applicant	transferGPA	GPA of transfer credits applied to the associated program.
Applicant	programCode	Program code associated with the program/major name of the student's current and active program.
Applicant	statusCode	Code identifying the student's academic standing, such as active, on LOA, inactive, graduated, etc.
Applicant	statusDesc	Description for the status code.
Applicant	statusDate	The date the above status went into effect.
Billing	BaseTuition	The base tuition charged to the student for the course
Billing	Fees	Fees charged to the student that should be deducted from the Base Tuition before invoicing by Academic Partnerships. This only applies when fees are included in the Base Tuition
Billing	scholarshipAmount	AP Scholarship amount at student level. E.g. If marketing offers \$250 off the first course, would like to see \$250
Billing	dropBalanceDue	The balance required from the student to prevent the student from being dropped.

Billing	dropBalanceDueDate	The deadline by which the balance due is required to prevent the student from being dropped.
Billing	dropTermCode	The term for which the student will be dropped if the outstanding balance is not recovered.
Billing	dropStartDate	The Start Date associated with the drop balance due, or the date on which the student will be dropped if the outstanding balance is not recovered.
Billing	totalBalanceDue	Total outstanding amount due from the student. This reflects the total of all amounts regardless of start (current as well as future).
Checklist	documentCode	The code associated with the <documentName> data element.
Checklist	documentName	The name of the checklist item associated to the <documentCode> data element. For transcripts, the Full Name of the institution providing the transcript must be present in the data feed.
Checklist	receivedDate	The date the checklist item has been received <u>and</u> deemed to satisfy the requirement for admissions.
Checklist	reviewDate	The date the document was reviewed. If the document has not been reviewed, this will be blank.
Checklist	reviewStatusCode	Code describing review processes the document is in.
Checklist	reviewStatusDesc	Description of the review status code.
Graduation	anticipatedGraduationDate	Date of expected graduation for the student.
Graduation	graduationAppliedDate	The date the student applied for graduation from the associated program.
Graduation	degreeConferredDate	The date the degree was conferred for the associated program.
Partner	university	The institution's IPEDS ID. Used for unique identifier within the data file feeds. Utilized as a key within Academic Partnerships database.
Person	addressLine1	Number and street name of the address selected within the data file.
Person	addressLine2	Address line 2 of the address selected within the data file.

Person	addressLine3	Address line 3 of the address selected within the data file.
Person	cellPhone	The applicant cell phone number. Phone number is needed to match a contact within AP's CRM
Person	city	City associated with the address selected within the data file.
Person	countryCode	ISO3166-1 alpha-3 or alpha-2 country code of the address selected within the data file.
Person	email1	The applicant's primary email address provided during the application process. Email is needed to match a contact within AP's CRM
Person	email2	The applicant's secondary email address provided during the application process. Email is needed to match a contact within AP's CRM
Person	employer	The applicant's employer name provided during submission of the application.
Person	firstName	The applicant's legal first name.
Person	homePhone	The applicant home phone number. Phone number is needed to match a contact within AP's CRM
Person	institutionEmail	The University assigned email address.
Person	lastName	The applicant's legal last name.
Person	maidenName	The applicant's maiden name if different than legal name populated in <lastName> field.
Person	middleName	The applicant legal middle name.
Person	partnershipCode	A code that signifies the student's relationship to a partner organization. Codes may be given by Academic Partnerships for reporting.
Person	postalCode	Postal code associated with the address selected within the data file.
Person	preferredFirstName	The applicant's preferred first name.
Person	primaryCitizenship	ISO3166-1 alpha-3 or alpha-2 Country code of primary country of citizenship.
Person	state	State associated with the address selected within the data file.

Person	studentId	A unique, static identifier for the student. The Student ID is used to match throughout the data files for key information. The Student ID should not change throughout the student's educational lifecycle.
Person	suffix	The suffix of the legal name.
Person	workPhone	The applicant work phone number. Phone number is needed to match a contact within AP's CRM
Registration	originalEnrolledTerm	Original term for which student was enrolled past the census date; used to determine student's tenure
Registration	nextEnrolledTerm	The next term for which the student has active enrollments that have not yet started.
Registration	termActivated	The term for which a student has been activated to enroll for courses.
Registration	hoursRegistered	Number of credit hours for which the student is currently registered.
Registration	dropIndicator	Flag indicating the student is at a risk to be dropped for a balance not paid. Valid values are "Y" and "N".
Registration	currentGPA	Current GPA for the student in the associated program.
Registration	universityCreditsEarned	Number of credits earned by the student for the associated program.
Registration	enrollmentHolds	Container for any requirements a student must satisfy to proceed with the registration process.
Registration	holdTypeCode	A code indicating the type of hold.
Registration	holdTypeDesc	A description of the hold type code.
Registration	holdDate	The date the hold was put into effect.
Registration	holdStatusCode	A code indicating the latest status of the hold.
Registration	holdStatusDesc	Description of the hold status code.
Registration	firstEnrollmentDate	The date the student enrolled in their first course (not the date the student's first course starts). This value typically does not change. It may, however, if the student enrolls, drops all classes, and defers their start for a later time.
Registration	termEnrolled	First term in which the student is enrolled.
Registration	Course	The course name
Registration	courseStart	The start date of the course

Registration	SectionID	A logical section ID uniquely defining a course offered for a given period of time.
Registration	Term	Code representing timeframe of the course
Registration	completionStatusCode	A code indicating a student's completion of a course
Registration	completionStatusDesc	Description of the completion status code.
Registration	courseId	A higher order identifier that uniquely describes a course.
Registration	creditEarned	The number of credit hours earned for the course.
Registration	effectiveDate	The date the status change went into effect; including a time stamp with the date is preferred.
Registration	endDate	The date on which the section ends.
Registration	enrollmentId	An ID that uniquely describes the enrollment; this could be manufactured or exported from the SIS.
Registration	finalGrade	Final reported grade for the enrollment record.
Registration	startDate	The date on which the section begins.
Registration	enrollmentStatusCode	The student's current enrollment status.
Registration	enrollmentStatusDesc	Description of the enrollment status code.
Registration	lastCourseAccess	The last time the student logged into the course.
Registration	timeSpentInClass	The cumulative number of minutes spent online in the course.
Registration	firstName	The first name of the instructor.
Registration	lastName	The last name of the instructor.
Registration	subTerm	Code representing the part of term in which the course is offered.
Registration	term	Code representing timeframe of the course (e.g. Summer 2022).
Registration	title	The description of the course, e.g. "Technical Writing".
Registration	userId	The university ID of the instructor teaching the course.
Person	financialAidIndicator	Flag indicating the student is requesting financial aid. Valid values are "Y" and "N".

II. Data Protection Procedures

1. Definitions. Capitalized terms not defined in this DPP have the meanings given in the Agreement.

- 1.1 **Information Security Incident** means a breach of AP's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in AP's possession, custody or control, that materially compromises the privacy or security of the Personal Data.
- 1.2 **Student Data** means Personal Data subject to FERPA.
- 1.3 **Subprocessors** means third parties engaged by AP who are authorized under this DPP to process Personal Data in relation to the Service.

2. Duration and Scope of DPP

This DPP will, notwithstanding the expiration, non-renewal or termination of the Agreement, remain in effect until, and automatically expire upon, AP's erasure or Anonymization of Personal Data maintained on behalf of the University.

3. Personal Data Processing

- 3.1 AP will process Personal Data only in compliance with Data Protection Laws to provide the Services. AP hereby certifies that it understands its obligations under this DPP and will comply with them.
- 3.2 In the handling of all Student Data, AP will be considered a "school official" (and be covered by the University's disclosures to Students on this point) and will comply with regulations of the FERPA, (34 CFR Part 99). Nothing herein restricts AP's use of any data it initially furnishes to the University, subject to applicable law.

4. Security

- 4.1 AP Security Measures. AP will implement and maintain commercially reasonable administrative, technical and physical safeguards designed to protect Personal Data against Information Security Incidents. Such Security Measures will comply with applicable Data Protection Laws.
- 4.2 Information Security Incidents. If AP becomes aware of an Information Security Incident, AP will (a) notify University of the Information Security Incident without undue delay after becoming aware of the Information Security Incident, and (b) take reasonable steps to identify the cause of such Information Security Incident, minimize harm and prevent a recurrence.

5. Data Subject Rights

- 5.1 AP's Responsibility for Requests. If AP receives any request from a Student in relation to the Student's Personal Data, AP will direct the Student to the University and the University will be responsible for responding to any such request.
- 5.2 AP's Data Subject Request Assistance. AP will (taking into account the nature of the processing of Personal Data) reasonably assist the University in responding to Students' requests to exercise their rights under Data Protection Laws. The University is solely

responsible for determining Universities' legal obligations with respect to such requests, including the validity of such requests under applicable Data Protection Laws.

5.3 Termination

Upon termination of the University's access to the Service, AP will erase or Anonymize or cause the erasure or Anonymization of all Personal Data in the care, custody or control of AP and any Subprocessor as soon as reasonably practicable, except to the extent retention thereof is required by law or AP's policies and procedures. AP will determine the method by which it will erase or Anonymize the Personal Data.

6. **Subprocessors.** A list of Subprocessors used by AP can be found by visiting AP's website at www.academicpartnerships.com/subprocessors.

Exhibit C
SOUTHEAST MISSOURI STATE UNIVERSITY
TERMS AND CONDITIONS

1. APPLICABLE LAWS, REGULATIONS, AND POLICIES

- a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- b. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- c. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- d. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- e. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- f. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

2. CONFLICT OF INTEREST

- a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

3. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

4. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

ATTACHMENT 2 VENDOR INFORMATION

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

SECTION I

BUSINESS TYPE

- | | |
|---|--|
| <input type="checkbox"/> A. Small, Minority, Missouri | <input type="checkbox"/> F. Large, Non-Minority, Missouri |
| <input type="checkbox"/> B. Small, Non-Minority, Missouri | <input type="checkbox"/> G. Large, Minority, Non-Missouri |
| <input type="checkbox"/> C. Small, Minority, Non-Missouri | <input checked="" type="checkbox"/> H. Large, Non-Minority, Non-Missouri |
| <input type="checkbox"/> D. Small, Non-Minority, Non-Missouri | <input type="checkbox"/> I. Female-Owned Business |
| <input type="checkbox"/> E. Large, Minority Missouri | <input type="checkbox"/> J. Unable to Classify |

DEFINITIONS:

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

Minority: An organization that has been (1) certified socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a state or federal agency, or (3) is an independent business concern that is 51% owned and controlled by a minority group member including:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- Asian Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent

Non-Minority: An organization that does not satisfy the criteria listed above for Minority.

Missouri: An organization whose state of incorporation is in Missouri, or if not incorporated whose principal place of business is in Missouri.

Non-Missouri: An organization whose state of incorporation is not in Missouri, or if not incorporated whose principal place of business is located outside Missouri.

For example: An organization having 50 employees, owned by a Black American, and whose general mailing address is Tampa, Florida would be classified as:

- Small, Minority, Non-Missouri

SECTION II

SERVICE-DISABLED VETERAN STATUS

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans OR, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; AND
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, please provide the following:

- a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

MO Address of Service-Disabled
Veteran Business

SECTION III

BLIND OR SHELTERED WORKSHOP

Indicate appropriate business classification (s):

_____ Organization _____ Sheltered
for the Blind Workshop

Organization Name: _____

Organization Address: _____

Organization Contact Name: _____

Email Address: _____

Phone Number: _____

Certification Number: _____

(or attach a copy of certificate)

Certification Expiration Date: _____

Authorization Signature of Participating Organization
(Organization of the Blind or Sheltered Workshop)

Date

**ATTACHMENT 3
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B on this Attachment.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.e-verify.gov/>.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB/RFP/RFQ number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

**Authorized Representative’s Name
(Please Print)**

Authorized Representative’s Signature

Company Name (if applicable)

Date

ATTACHMENT 3 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Academic Partnerships, LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Howard Rouse

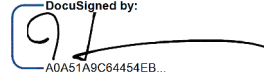
Authorized Business Entity Representative's Name (Please Print)

Academic Partnerships, LLC

Business Entity Name

info@academicpartnerships.com

E-Mail Address

DocuSigned by:

A0A51A9C64454EB...

Authorized Business Entity Representative's Signature

8/18/2022

Date

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

ATTACHMENT 3 continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Howard Rouse (Name of Business Entity Authorized Representative) as COO & President (Position/Title) first being duly sworn on my oath, affirm Academic Partnerships, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the University for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Academic Partnerships, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

DocuSigned by:


Authorized Representative's Signature

Howard Rouse

Printed Name

COO & President

Title

8/18/2022

Date

info@academicpartnerships.com

E-Mail Address

Subscribed and sworn to before me this 18th (DAY) of August 2022 (MONTH, YEAR). I am commissioned as a notary public within the County of Dallas (NAME OF COUNTY), State of Texas (NAME OF STATE), and my commission expires on 08-01-2023 (DATE).

Romae Mesha Mims

Signature of Notary

Aug. 18, 2022

Date



Company ID Number:1215852

Client Company ID Number:1409297

Employer Academic Partnerships LLC	
Name (Please Type or Print) Bart Wilburn	Title
Signature Electronically Signed	Date May 06, 2019
E-Verify Employer Agent ADP, LLC.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date May 06, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date May 06, 2019



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