

EDUCATION PARTNERSHIP
MEMORANDUM of AGREEMENT

between

EXCELSIOR COLLEGE

and

VETERANS OF FOREIGN WARS OF THE UNITED STATES
DEPARTMENT OF NEVADA

THIS AGREEMENT is made as of the 15th of June, 2011, by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter referred to as “Excelsior”), and Veterans of Foreign Wars of the United States (VFW), Department of Nevada, organized and operating under the laws of the State of Nevada, having its principal office located at 2090 Bafford Lane, Fallon, NV 89406 (hereafter referred to as “VFW Nevada”).

RECITALS

WHEREAS, Excelsior is a not-for-profit institution of higher education chartered by the New York State Board of Regents and accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools; and

WHEREAS, Excelsior is authorized to offer a series of academic programs, which are registered with the New York State Education Department, leading to various associate, baccalaureate and masters degrees, and to confer such degrees; and

WHEREAS, VFW Nevada, is a veteran organization/employer.

WHEREAS, VFW Nevada would like to expand, enhance and improve the educational opportunities available to its veteran and civilian employees/members and their spouses/domestic partners through distance education and has proposed a partnership with Excelsior. VFW Nevada believes Excelsior’s distance education programs provide an extraordinary fit with the needs of their veteran and civilian employees/members and their spouses/domestic partners. To hold higher education costs down for veteran and civilian employees/members and their spouses/domestic partners, VFW Nevada has requested Excelsior provide discounted fees and tuition for their veteran and civilian employees/members and their spouses/domestic partners. Excelsior is prepared to work with VFW Nevada to assist its veteran and civilian employees/members and their spouses/domestic partners in pursuing their educational objectives.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

TERMS

1. Excelsior's standards for admission as well as all other student policies published at the time any VFW Nevada's veteran and civilian employee/member or their spouse/domestic partner seeks enrollment will apply.
2. Excelsior will award VFW Nevada's veteran and civilian employees/members academic credit for a wide range of learning sources and will confer degrees upon successful completion of articulated academic requirements for Excelsior degree programs (please refer to Appendix A for a complete listing of approved sources of credit).
3. Excelsior will provide VFW Nevada's veteran and civilian employees/members and their spouses/domestic partners who enroll in Excelsior after the effective date of this Agreement with a special discount from its stated fees and tuition, consistent with the pricing schedule incorporated into this Agreement as Appendix B. The tuition and fees described in Appendix B are subject to change annually at the sole discretion of Excelsior. Excelsior will provide VFW Nevada with sixty (60) days written notice prior to the effective date of any changes to the tuition and fee rates described in Appendix B.
4. VFW Nevada will actively promote Excelsior's programs and special agreed upon fees and tuition described in this Agreement to its veteran and civilian employees/members through the following communications:
 - a) broadcast emails to veteran and civilian employees/members
 - b) VFW Nevada newspaper, published four to six times a year
 - c) a link from VFW Nevada's web site to Excelsior's web site
 - d) new hire packets
 - e) on-site presentations to veteran and civilian employees/members
5. Excelsior will promote this Agreement through the following communications:
 - a) a press release
 - b) the addition of information regarding the partnership to appropriate marketing materials
 - c) a special landing page on Excelsior College's Web site with a unique URL
 - d) marketing materials for distribution to veteran and civilian employees/members
 - 1) Other Services available include:
 - i. Military/Veteran transcript and document evaluation for credits
 - ii. Listing of available jobs on the EC Joblinks web page
 - iii. Career Center resources and services
6. Excelsior will provide VFW Nevada with a depiction of its logo and approved text, and VFW Nevada is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Excelsior in writing. Likewise, VFW Nevada will

provide Excelsior with a depiction of its logo, and Excelsior is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by VFW National Headquarters. Neither party shall use or display any trademark, trade name, service mark or other intellectual property of the other party without the prior written approval of that party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.

7. The term of this Agreement shall run from 1 July 2011 through 30 June 2012. The Agreement may be terminated early by either party upon not less than sixty (60) days written notice to the other party.
8. Excelsior will provide VFW Nevada with a report annually on the number of VFW Nevada's veteran and civilian employees/members taking coursework at Excelsior pursuant to this Agreement as well as a list identifying the application of such coursework toward degree requirements taken by such veteran and civilian employees/members.
9. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence.
10. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorneys fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
11. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.
12. This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall

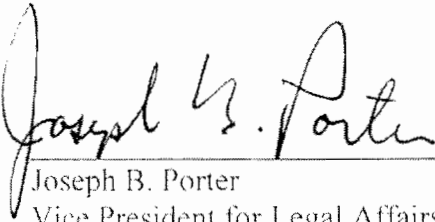
be valid unless made in writing and signed by a duly authorized representative of the parties.

13. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Excelsior, and Excelsior shall be free to reinstate such term and condition without notice.
14. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

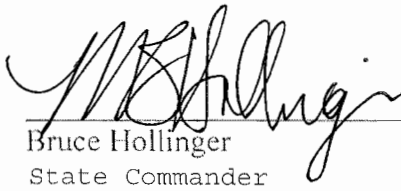
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

EXCELSIOR COLLEGE

VFW DEPARTMENT OF NEVADA



Joseph B. Porter
Vice President for Legal Affairs



Bruce Hollinger
State Commander

6/10/11
Date

6/11/2011
Date

JBP 7/2010

APPENDIX A

Sources of Undergraduate Credit

Excelsior College accepts credits from a wide variety of sources. In general, Excelsior College accepts credits from those colleges and universities that are regionally accredited; those recognized by the New York State Education Department; and those that have been evaluated by the Excelsior College faculty and found to follow acceptable educational practices and apply toward our degree programs.

1. Excelsior College courses
2. Excelsior College® Examinations
3. Transfer of degree-level credit from regionally accredited and NYS Education Department-approved colleges and universities
4. College-level proficiency examination programs reviewed by the American Council on Education (ACE) College Credit Recommendation Service of the Center for Lifelong Learning
5. Examinations evaluated and approved by Excelsior College (refer to the Student Guide to Credit by Examination at Excelsior College: The Assessment Catalog for a complete list)
6. Programs reviewed by
 - the American Council on Education (ACE) College Credit Recommendation Service of the Center for Lifelong Learning, including military training and experience
 - the New York State Board of Regents National Program on Noncollegiate Sponsored Instruction (National PONSI)
 - the Excelsior College Criminal Justice Training Assessment Program
 - Excelsior College Faculty
7. International Credentials: Degree-level credit completed at approved universities or university-parallel institutions beyond the United States. Transcripts are evaluated by approved agencies.
8. In accordance with Excelsior College policies and procedures, students may appeal for an evaluation of extra-institutional learning (Excelsior College endorses the Council for Higher Education and Accreditation statement on the validation of extra-institutional and experiential learning for transfer purposes)
9. Excelsior College portfolio-based assessment
10. In accordance with Excelsior College policies and procedures, students may appeal for consideration of degree-level credit from non-regionally accredited schools by Excelsior College faculty.
11. Association of Advanced Rabbinical and Talmudic Schools (limited)

APPENDIX B

CORPORATE PARTNER PRICING

Tuition and Fee Schedule effective July 1, 2011 To June 30, 2012

Excelsior College – Undergraduate Programs			
Services	Partnership Rates	Standard Rates	Purpose
Application (one time)	\$80	\$80	Processing of application, fee and establishment of student record are waived* upon receiving courtesy unofficial evaluation. <small>*(Does not include nursing degrees or certificates.)</small>
Enrollment Fee (one time)	\$130	\$395	Official evaluation of transferred credits, academic advisement and academic program planning for first year. The enrollment fee reverts to the standard rate if student does not complete a minimum of twelve (12) Excelsior College Course Credits prior to completion of their degree.
Tuition (per credit)	\$305	\$355	Participation in Academic Coursework
Student Services Annual Fee (paid on an annual basis with the first annual fee charged one year after enrollment)	-0- (Provided six Excelsior course credits taken in one year)	\$440	Library services, academic advising and academic program planning. No Student Services Annual Fee will be charged provided student completes a minimum of six (6) Excelsior College Course Credits within the one year period. If the student does not complete six (6) Excelsior College Course Credits within the one year period, then the Student Service Annual Fee will be \$225.00 for the subsequent year.
Graduation Fee (one time)	\$130 (Provided twelve Excelsior course credits taken prior to degree completion)	\$495	Final review and processing of student files for conferring of degree and issuance of diploma. The Graduation Fee reverts to the Standard Rate if the student does not complete a minimum of twelve (12) Excelsior College Course Credits prior to completion of their degree program. In the event the Graduation Fee reverts to the Standard Rate, then this fee will be reduced by \$15 per academic credit for each undergraduate Excelsior College course successfully completed. This fee reduction does not apply to academic credits transferred to Excelsior College.

Master's-Level Fees and Tuition available upon request.