

**AGREEMENT TO ESTABLISH A CONSORTIUM TO
JOINTLY ADMINISTER DISTANCE EDUCATION INSTRUCTIONAL
COURSES BETWEEN SPARTAN COLLEGE-TULSA CAMPUS “HOST” AND
SPARTAN COLLEGE-BROOMFIELD CAMPUS “HOME”**

This Agreement between Spartan College of Aeronautics and Technology, located in Tulsa, Oklahoma (hereafter “host”) and Spartan College of Aeronautics and Technology, located in Broomfield, Colorado (hereafter “home”), and both locations also known as “Spartan College” or “Institution” or “Members” whose signatures appear at the end of this document (hereafter “members”), to establish jointly administered courses for the enrollment of students from the home institution in the distance education general education courses at the host institution, to provide quality education for students enrolled at the home institution, by the most efficient and economically responsible means; and

Whereas, the home institution wishes to offer its students the option to take online general education classes that are offered by the host institution, and

Whereas, the host and home institutions are willing to jointly administer the courses in the distance education general education curriculum, with the costs determined as stated in this Agreement, and

Therefore, the member institutions agree to establish a jointly administered instructional courses in the form of a Consortium as authorized by the State of Colorado, State of Oklahoma, and the Accrediting Commission of Career Schools and Colleges under the following terms and conditions:

PURPOSE

Each institution has responsibility for the educational outcomes of the students. This Agreement describes the arrangement for the provision of instructional services for the Consortium courses. This Agreement further describes certain terms and conditions to participate within a Consortium arrangement for the students of the home institution and the distance education courses offered by the host institution. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of distance education, general education courses.

COURSE DESCRIPTIONS

The distance education courses between the member institutions will include the offering of courses online for the home institution’s students via the host institutions online platform. Both the home and host institutions are approved to offer the same course curriculum by their respective regulatory agencies. The courses listed below will be the courses offered through this Consortium Agreement.

SPH2001 – Fundamentals of Public Speaking | 3 Semester Credits (48 Didactic Hours)

Prerequisite: None

This is an introductory course in oral communication emphasizing effective listening, group discussion and group problem-solving techniques, organizational skills, use of evidence and persuasion, and effective delivery techniques.

SOC1001 – Modern Sociology | 3 Semester Credits (48 Didactic Hours)

Prerequisite: None

This course is a study of the role society plays in the lives of individuals and groups. The increased diversity in an ever-shrinking world requires students to acquire a better understanding of the social and cultural factors that will influence their future lives and careers.

ENG1001 – English Composition | 3 Semester Credits (48 Didactic Hours)

Prerequisite: None

This course is a practical expository writing experience in standard usage and essential writing skills. Emphasis is given to the development of the basic sentence, paragraph and essay.

ENG2001 - English Composition II – Technical Writing | 3 Semester Credits (48 Didactic Hours)

Prerequisite: ENG1001

This course is a practical writing experience employing standard usage and essential writing skills. It prepares students to design effective technical documents for both written and digital media, with emphasis on technical memos, reports, organizational product-support, and technical-information webs. To support these writing tasks, the course provides an introduction to principles of audience analysis, research and documentation, drafting and revision processes, readability and accessibility of written texts.

HIS1001 – American History: 1865 to Present | 3 Semester Credits (48 Didactic Hours)

Prerequisite: None

Students trace the economic, political, social, and intellectual development that shaped modern America. They investigate in detail the impact of industrialization in shaping the emerging nation.

MAT1001 – College Mathematics | 4 Semester Credits (58 Didactic Hours, 7 Lab Hours)

Prerequisite: None

In this class, the student will study the concepts of mathematics which will include fractions, decimals, ratios and proportions, percentages, sign numbers, transforming formulas, powers and roots, basic geometry, number bases, scientific notation, basic trig functions, and basic vectors. This course also meets the requirements for FAR Part 147

PHY1001 – College Physics | 3 Semester Credits (40 Didactic Hours, 18.5 Lab Hours)

Prerequisite: None

This class is an introductory course covering the principles of physics. Topics include simple mechanics, aerodynamics, fluid dynamics, atmospheric properties, matter, work, power, energy,

motion, heat and temperature and sound. Laboratory work is included. This course also meets the requirements for FAR Part 147

CAR2001 - Career Exploration | 1 Semester Credit (24 Didactic Hours)

Prerequisite: None

This course is designed to help pending graduates develop an effective approach to the job search process as they approach graduation. The course emphasizes the understanding of industry expectations and job trends, assessing and developing skills for the workplace, developing a professional portfolio with cover letters and resumes, projecting professionalism, and the practical applications of networking. This course also helps develop self-promotion strategies, successful interviewing, salary negotiations, and overcoming rejection. Prerequisite: None

NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the Consortium Agreement, there is hereby created Consortium ("hereafter Consortium"). This consortium shall consist of the home and host institutions.

"Host" means the member institution providing the distance education, general education curriculum.

"Home" means the member institution representing the students who will participate in the host institution distance education courses.

"Administrators" mean the Campus Presidents, Deans of Academic Affairs and Operations, and the Deans of Student Affairs.

"Fiscal Agent" means the institution that is established within the terms of this Agreement to provide the administrative business services, including student, staff, and financial accounting/management on behalf of the Consortium.

FISCAL AGENT

The home institution will serve as the fiscal agent for purposes of all the administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to the members. The host institution agrees to enter into the Student Record Information System (CampusVue-CVUE) students in classes offered through the Consortium Agreement.

ADMINISTRATION

The Consortium shall be governed and administered by the Campus Presidents, Deans of Academic Affairs and Operations, and the Deans of Student Affairs of each participating institution (collectively, “The Administrators”).

The administrators of the Consortium shall have all the powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium, to exercise any power common to the members, and to work with each other to manage this agreement. The administrators shall also carry out the intent and purpose of this Agreement not inconsistent with law or this Agreement.

These powers and responsibilities of the administrators shall include general administrative duties which may arise from time to time, including, but not limited to:

- Setting policy and directing administrative regulations for the Consortium.
- Evaluating and preparing required reports on the effectiveness of the Consortium and the agreement.
- Providing curriculum feedback for the agreement.
- Assessing educational needs and interests of the students within the agreement.
- Setting and evaluating agreement participation numbers and qualification guidelines.
- Meeting periodically, as needed, to discuss issues associated with the Consortium Agreement.
- Other reasonable and necessary administrative duties.

JOINT MEETINGS

The administrators shall meet at least twice a year, or more often if necessary, to discuss items of mutual concern.

INDEPENDENCE RETAINED

It is expressly understood and agreed to by the members that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the member institutions beyond that of being affiliated through a common parent company, Spartan Education Group, LLC. The relationship shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a member be liable for the debts and obligation of another institution.

DISPUTE RESOLUTION AND ARBITRATION

Since the members are affiliated through its parent company, disputes will be resolved by the Executive Leadership overseeing the parent company.

AT-RISK AND DROPOUT PREVENTION

Students identified as at-risk or as potential or returning drops shall be provided appropriate additional instructional programming and resources to help them with their course work. The host institution commits to working with the home institution to ensure student persistence and successful completion of the distance education courses. The home institution will meet with students regularly to assess academic performance and address student concerns with the online classroom environment. This information will be shared with the academic team at the host institution through ongoing student progress meetings.

FINANCIAL PROVISIONS

Members agree to pay Consortium costs for student enrollment in the distance education courses. The costs shall be invoiced by the host institution in the amount of \$150.00 per student, per course, and payment provided by the home institution. Billing will be done on a course by course basis per student enrollment in the consortium courses. Students will be required to meet all financial aid packaging requirements prior to enrollment in the distance education Consortium courses. In addition, the revised consortium agreement that is currently being finalized will include a \$50.00 lab fee for the online science courses.

AMENDMENTS

The provisions of this Agreement may be added to, amended, or modified by either member party at any time during this Agreement. Both member parties agree to notify the other member in writing with a 30-day notice prior to any changes to the Agreement take effect.

DURATION

Subject to the rights of amendment, modification, or termination, this Agreement shall be in full force and in effect from the date of execution for a 1-year period. This Agreement shall automatically renew every year from the original date of execution unless participation is terminated by a member by providing written notice to all members or terminated by mutual agreement of all the members.

TERMINATION

On termination of this Agreement, the members acknowledge and agree that all students enrolled in the distance education courses as part of this Consortium, will have the opportunity to complete the courses for which they are enrolled. The members agree to continue to support students and the terms of this agreement until the last student(s) have completed their enrolled courses.

CROSS INDEMNIFICATION

If any claim for damage or loss (hereinafter "loss") is made by or on behalf of a student, the home institution will assume fully responsibility for any payment of claims, damages, or judgments arising out of the loss. To the extent permitted by law, each of the member institutions shall protect, defend, hold harmless, and indemnify the other member institutions from and against any and all

claims, losses, costs, damages, and expenses including attorney's fees and expenses, which the other member may incur by reason of indemnifying party's negligence, breach of this Agreement, or violation of law or right of a third party, or that of the indemnifying party's officers, employees, or agents.

APPLICATION OF LAWS, RULES AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the members shall comply with the laws of the State of Colorado and State of Oklahoma, and with the rules and regulations of the mutual accreditor, Accrediting Commission of Career Schools and Colleges (ACCSC), and the United States Department of Education. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All member institutions shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

All member institutions agree to cooperate as needed to assure that all required services and responsibilities are provided by the members and that the educational courses are operated in compliance with all applicable laws.

BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the member institutions hereto.

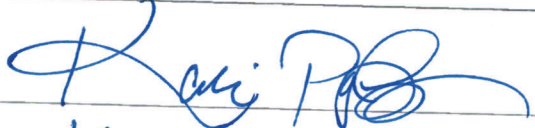
SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the members, to the full extent permitted by law. Failure of a member to enter into this Agreement in accordance with the State of Colorado, State of Oklahoma, and federal laws or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.




In commemoration of this Consortium Agreement, the Campus Presidents of the respective home and host institutions sign this Agreement on the dates set below.

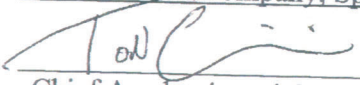
For the Spartan College of Aeronautics and Technology, Tulsa Campus (Host Member Institution):

Campus President  Dated: 03/07/2020
Printed Name Kari Pahnno

For the Spartan College of Aeronautics and Technology, Broomfield Campus (Home Member Institution):

Campus President  Dated: 3-6-2020
Printed Name Nicholas Brown

For the Parent Company, Spartan Education Group, LLC:


Chief Academic and Operations Officer Dated: 3-6-2020