

AMENDED AND RESTATED JOINT ARTICULATION AGREEMENT

This Amended and Restated Joint Articulation Agreement is made this ____ day of May 2022, by and between AMERICAN INTERNATIONAL COLLEGE, with a usual place of business at 1000 State Street, Springfield, Massachusetts, hereinafter referred to as "AIC," and SPRINGFIELD TECHNICAL COMMUNITY COLLEGE, with a usual place of business at 1 Armory Street, Springfield, Massachusetts, hereinafter referred to as the "Sending Institution."

Preliminary Statement

- A. AIC and the Sending Institution are parties to an existing Agreement dated April 25, 2016, pursuant to which they offer to students enrolled at the Sending Institution the opportunity to enroll at AIC (the "Existing Agreement").
- B. AIC and the Sending Institution desire to amend the Existing Agreement by restatement in its entirety, as hereinafter set forth.
- C. AIC and the Sending Institution intend pursuant to this Amended and Restated Joint Articulation Agreement to facilitate the awareness of students at the Sending Institution of the opportunity to enroll at AIC and their actual enrollment at AIC, as hereinafter described.
- D. In the spirit of academic cooperation and with the desire to facilitate the transfer process for students, Springfield Technical Community College and AIC hereby enter into this Joint Articulation Agreement.

In furtherance of the foregoing and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Amendment of Existing Agreement by Restatement in its Entirety.** AIC and the Sending Institution agree that the Existing Agreement is hereby amended by restatement in its entirety pursuant to this Amended and Restated Joint Articulation Agreement, effective as of the date of this Agreement (the "Effective Date"). AIC and the Sending Institution agree that beginning upon the Effective Date, this Amended and Restated Joint Articulation Agreement shall replace and supersede in its entirety the Existing Agreement.
2. **Establishment of Joint Articulation Program.** AIC and the Sending Institution agree to offer joint articulation to students at the Sending Institution (the "Program"), upon the terms and conditions set forth in this Agreement. The Program will consist of academic equivalencies, program specific degree plans, scholarships for students who transfer from the Sending Institution to AIC and student life benefits as set forth in this Agreement. In order to

participate in the Program, students at the Sending Institution are required to complete a participation form (a "Participation Form"), pursuant to which a student sets forth his or her desire to explore seriously enrollment at AIC and receive communications from AIC while enrolled at the Sending Institution. The Participation Form is attached hereto as Exhibit A and made a part hereof. AIC expressly reserves the right to change the Participation Form from time to time by delivering written notice thereof to the Sending Institution, and in the event of any such change and the delivery of such written notice by AIC to the Sending Institution, the revised Participation Form shall be the Participation Form required pursuant to this Agreement.

3. **Publicity and Promotion.**

- a. AIC and the Sending Institution shall each promote the Program. AIC will create and provide to the Sending Institution for distribution information relating to the Program to be posted to the Sending Institution's website. Any such information shall be subject to any and all editing as determined by the Sending Institution. AIC will also create and provide to the Sending Institution for distribution to students printed Program materials, including without limitation Program brochures and posters. The Sending Institution will provide AIC with the names, mailing addresses and email addresses of all students at the Sending Institution who have not otherwise opted out of the student directory. AIC shall have the sole responsibility for preparing and sending recruitment related announcements to prospective Program participants during their enrollment at the Sending Institution and maintaining communication with active Program participants who have completed a Participation Form during their enrollment at the Sending Institution.
- b. Communication with prospective Program participants who have not completed a Participation Form will occur no more than twelve (12) times a year, and may include invitations to AIC on campus events, announcements related to the Joint Articulation Program between AIC and the Sending Institution, promotion of the Program scholarship described below and various other benefits. Communication with active Program participants who have completed a Participation Form will occur at least monthly, and may include invitations to AIC on campus events, advising invitations, campus updates and other communications. All content included in any communications either with prospective Program participants or active Program participants who have completed a Participant Form shall be the sole responsibility of AIC.

4. **On Campus Presence.** AIC agrees to have a frequent, sustained, on campus presence at the Sending Institution to represent actively the Program and the joint articulation relationship between AIC and the Sending Institution. AIC transfer admission representatives, working cooperatively with the advising team of the Sending Institution, shall visit the Sending Institution campuses no fewer than twelve (12) times each year to provide onsite admission and transfer information. All on campus visits will be coordinated with the Sending Institution and will be promoted by both AIC and the Sending Institution to prospective and

active Program participants. The Sending Institution shall provide AIC with reasonably accessible, designated space for all on campus visits.

5. **Transfer Requirements.** AIC standard transfer policies and requirements will apply to all active Program participants. Course and Program specific articulations are set forth in Exhibit B, which is attached hereto and made a part hereof. AIC expressly reserves the right to modify the information set forth in Exhibit A from time to time during the term of this Agreement through the provision of written notice thereof by AIC to the Sending Institution, and in the event of any such change the revised course and Program specific articulations shall automatically become part of Exhibit B.
6. **Financial Aid and Program Scholarship.** Program participants shall be eligible for merit and need based aid. Merit aid will be awarded in accordance with the then current policies and procedures of AIC that are applicable to all transfer students for the entry term under which the student will matriculate. In addition, each Program participant will be awarded a Four Thousand (\$4,000) Dollar Program scholarship (the "Scholarship") in addition to merit aid if he or she meets all of the terms and conditions applicable to enrollment at AIC pursuant to the Program. The Scholarship may impact other need-based aid that might be available to the student.
7. **Reverse Transfer of Credits.** AIC and the Sending Institution will encourage students to complete the associate degree before transferring, but acknowledge that students may elect to transfer to AIC prior to the completion of the degree requirements at the Sending Institution. In that event, AIC and the Sending Institution desire to facilitate the transfer of course work from AIC to Sending Institution in order to enable such students to complete their associate degree. AIC and the Sending Institution desire to assist students who earned a significant number of credits that apply towards an associate degree while enrolled at the Sending Institution, but who did not complete sufficient programmatic requirements to earn their associate degree. AIC and the Sending Institution desire to allow these students to transfer credits earned at AIC back to the Sending Institution through this reverse transfer agreement and provide them the opportunity to complete the associate degree at the Sending Institution, in accordance with the following:
 - a. AIC students who transfer from the Sending Institution to AIC will be notified of this Agreement by AIC when they have met the following criteria: (i) they have earned at least thirty (30) credits from the Sending Institution, with a minimum cumulative GPA of 2.0; and (ii) they have not already earned an associate degree from STCC. Students transferring into the School of Health Sciences must meet program specific GPA and pre-requisite requirements to enter that major.
 - b. When the criteria set forth in Paragraph 7(a) above have been satisfied, AIC agrees to: (i) notify students who meet the criteria outlined above about the reverse credit opportunity and provide them with all necessary paperwork, including a Reverse Transfer Participation Form; (ii) maintain completed Reverse Transfer Participation Forms and provide the Sending Institution Registrar with electronic copies of these

forms; (iii) send to the Sending Institution Registrar official transcripts of Reverse Transfer Program participants at the conclusion of each Fall and Spring semester during which the participants are enrolled at AIC; and (iv) meet with a representative of the Sending Institution at least once per year to review this Agreement and process relating to the reverse transfer of credits. The student will be required to initiate the process by completing and submitting the Reverse Transfer Program Request Form to the Registrar's Office at AIC. The Reverse Transfer Program Request Form is attached hereto as Exhibit C and made a part hereof.

- c. If the criteria set forth in Paragraph 7(a) above are satisfied, the Sending Institution agrees to: (i) review the Reverse Transfer Participation Forms received from AIC to ensure the participants meet the criteria outlined above, and directly communicate to Reverse Transfer Program participants regarding their status towards graduation; (ii) review official AIC transcripts to determine completion of graduation requirements and contact eligible students to inform them of their next steps in the process of obtaining their associate degree; (iii) report annually to AIC on the number of program participants who were awarded associate degrees by the Sending Institution through participation in the Reverse Transfer Program; and (iv) meet with an AIC representative at least once per year to review this Agreement and process relating to the reverse transfer of credits. The Reverse Transfer Program Request Form is attached hereto as Exhibit C and made a part hereof.
 - d. In the event that the Agreement between AIC and the Sending Institution for the reverse transfer of credits terminates, both AIC and the Sending Institution agree to make completion provisions for students participating in the reverse transfer of credit program at the time of termination.
8. **Designated Representatives.** AIC and the Sending Institution shall each designate a representative who shall have primary responsibility for the operation and provision of oversight with respect to the Program on behalf of the institution that he or she represents (the "Designated Representatives"). The Designated Representatives shall meet periodically during the term of this Agreement to review the status of the Program and to discuss and attempt to resolve any issues that may exist with respect to the Program. Each Designated Representative shall serve as the primary point of contact for all purposes under this Agreement for the institution that he or she represents.
9. **Enrollment.** In order to enroll officially in the Program, students at the Sending Institution must submit a completed Participation Form to AIC at least one (1) semester prior to enrolling at AIC. The completed Participation Forms shall constitute the student's transfer application, and admission to AIC shall be subject to AIC's normal and customary transfer policies and requirements then in effect. As set forth above, all Program participants who enroll in AIC automatically receive the Scholarship, in addition to any merit aid and before any need-based aid is awarded.

10. **Information Exchange.** The Sending Institution shall provide AIC with the names, mailing addresses and email addresses all of students enrolled at the Sending Institution (except for those students who have opted out of the student directory) for purposes of the communication by AIC to all such students regarding the Program and the opportunity to participate in the Program. The Participation Form will be made available to students at the Sending Institution by the Designated Representatives. On an annual basis, AIC will provide the Sending Institution with a list of all Program participants who transfer to AIC without receiving their associate degree from the Sending Institution, together with the AIC campus email address and major for each such student.
11. **Term and Termination.** The term of this Agreement shall continue for successive academic years unless terminated by either party upon the delivery of ninety (90) days prior written notice of termination. In addition, in the event of any breach or default by either party to this Agreement in connection with the performance of its obligations (the "Breaching Party") and the continuation of such breach or default for a period of thirty (30) days after the delivery of written notice thereof by the other party (the "Non-Breaching Party") to the Breaching-Party, the Non-Breaching Party shall be entitled to terminate this Agreement by delivering written notice of termination to the Breaching Party, and in the event of such termination the Non-Breaching Party shall be entitled to all rights and remedies available at law or in equity.
12. **Notices.** All notices, statements, demands, requests, consents, communications and certificates from either party hereto to the other shall be made in writing, including by electronic transmission, and sent electronically, hand delivered or by federal express or similar overnight delivery service for which a receipt is made to the parties, addressed as follows:

(a) If to AIC:

American International College
1000 State Street
Springfield, MA 01109
Attn: _____
email:

(b) If to the Sending Institution:

Springfield Technical Community College
1 Armory Street
Springfield, MA 01105
Attn: _____
email:

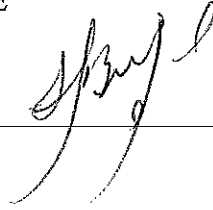
Notices sent electronically or by hand delivery shall be effective on the day sent. Notices sent by overnight delivery shall be effective the date after the day sent.

13. **Miscellaneous.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and no change or modification of this Agreement shall be valid unless made in writing, signed by AIC and the Sending Institution. Neither party shall be entitled to assign this Agreement to a third party. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Signed as a sealed instrument as of the date first written above.

AMERICAN INTERNATIONAL
COLLEGE

By _____
Its



SPRINGFIELD TECHNICAL COMMUNITY
COLLEGE

By _____
Its

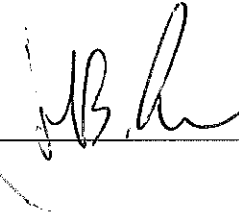


EXHIBIT A
PARTICIPANT FORM

EXHIBIT B

COURSE AND PROGRAM SPECIFIC ARTICULATIONS