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THE LEARNING HOUSE, INC.

STUDENT DEVELOPMENT SERVICES AGREEMENT

Partner Information:					
Name:	Calumet College of St. Joseph (“Partner”)				
Address:	2400 New York Avenue, Whiting, IN 46394				
Attention:	Dr. Dan Lowery, VPAA				
Telephone:	(219)473-4307	Fax:		Email:	dlowery@ccsj.edu
TLH Information:					
Name:	The Learning House, Inc., a Kentucky corporation (“TLH”)				
Address:	333 Guthrie Street, Suite 200, Louisville, KY 40202				
Attention:	David T. Richardson, President & Chief Executive Officer				
Telephone:	(502)589-9878	Fax:	(502)589-9825	Email:	d Richardson@learninghouse.com
Agreement Terms:					
Fees:	\$528 per student per three (3) hour credit course (the “Fees”)				
Term:	Two (2) years				
Degree Program(s)	Certificate in Paralegal/Pre-Law Studies (online) Masters of Science in Quality Assurance (online)				

This STUDENT DEVELOPMENT SERVICES AGREEMENT (the **“Agreement”**) is made and entered into as of July 1, 2011 (the **“Effective Date”**), by and between Partner and TLH.

WHEREAS, TLH has the expertise, capacity, experience and desire to provide the Services (as defined below) to Partner, and

WHEREAS, Partner desires to utilize and engage TLH to provide the Services to Partner.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **SERVICES; REPORTS.** During the Term (as defined below) and subject to the terms and conditions of this Agreement, Partner hereby retains TLH to provide to Partner the services set forth on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the **“Services”**), and TLH agrees to provide the Services to Partner. TLH will provide Partner with a periodic summary report indicating TLH’s progress with respect to the provision of the Services and the results therefrom.

Confidential

2. **PARTNER OBLIGATIONS.** In order to facilitate the provision of the Services, Partner will provide TLH with (and keep updated as needed):

(a) the right to act as a designated school official for the purpose of collecting documents, transcripts and other materials needed to aid in the acceptance and retention of the prospective student;

(b) a representative for Partner to be TLH's primary contact for questions or issues arising with respect to the Services;

(c) a list of all non-converted leads and applications from the preceding three (3) years in a format reasonably acceptable to TLH;

(d) an accurate directory of Partner's faculty and staff;

(e) "print quality" logos;

(f) copies of Partner's current online program marketing materials, course catalog and student handbook each in a format reasonably acceptable to TLH;

(g) an "unofficial" pre-evaluation of the transcript for transfer credit within forty-eight (48) hours of receiving an unofficial transcript from the student, or designate a TLH staff member to perform such "unofficial" transcript credit evaluation;

(h) a financial aid calculator on its website and allow TLH staff to review the US Department of Education's "Student Aid on the Web" website (<http://studentaid.ed.gov>) with the applicant;

(i) a review of the application and issuance of a "conditional acceptance" to all applicants who meet Partner's published admissions requirements; once conditionally accepted, Partner will provisionally admit such applicants into an online course(s);

(j) upon receipt of an application, a review thereof by a designated Partner staff member and a "conditional acceptance" (pending the receipt of all required official documents) to such applicant as long as he/she meets Partner's qualifications; once conditionally accepted, Partner will provisionally admit such applicant into an online course(s); and

(k) applications and admission materials.

3. **FEES.**

(a) As consideration for the Services, Partner will pay TLH the Fees with respect to (i) each student enrolled in the degree program(s) listed under Agreement Terms/Degree Program(s) above (the "**Degree Program(s)**") and each such student being a "**Fee Student**"), and (ii) each course in which such Fee Student is enrolled with Partner; provided, however, that the Fees will be pro-rated based on the number of credit

hours for any courses with greater/fewer than three (3) credit hours. The Fees will be payable for the duration of each such student's enrollment with Partner, regardless of the expiration or termination of this Agreement. The Fees will be payable within fifteen (15) days of the beginning of each course in which a Fee Student is enrolled with Partner, and, along with such payment, Partner will provide TLH with a written report containing all the information used to calculate the Fees, including, without limitation, a list of the Fee Students and the courses (including credit hours) in which they are enrolled with Partner.

(b) TLH will be entitled to audit Partner's records for the purposes of calculating and verifying the Fees. TLH will also have the right to make, at the time of the audit, or any time thereafter upon request, copies of the records. TLH will give written notice to Partner at least five (5) days prior to the date the audit is to commence. The audit will be conducted by TLH or its designee during Partner's normal business hours, at the place where the records are maintained and in such a manner so as not to unreasonably disrupt Partner's business operations. TLH's audit right under this Agreement will expire two (2) years after the date TLH is no longer owed any Fees under this Agreement.

4. **TERM; TERMINATION.** The term of this Agreement will begin on the Effective Date and end after the number of years set forth under Agreement Terms/Term above (the "**Term**"), unless sooner terminated pursuant to this Section 4. This Agreement may be terminated by either party immediately by written notice to the other party if the other party fails to cure such other party's breach of this Agreement within thirty (30) days of being notified thereof.

5. **CONFIDENTIALITY.**

(a) **Definition.** For purposes of this Agreement, "**Confidential Information**" means all technical, business, customer, marketing, financial, and other confidential, proprietary or non-public information relating to the business of a party which is disclosed by such party (the "**Disclosing Party**") to the other party (the "**Receiving Party**").

(b) **Protection.** The Receiving Party will not, without the Disclosing Party's prior written consent, disclose any Confidential Information to any natural person or entity. If Receiving Party is required by legal process to disclose any of the Confidential Information, Receiving Party will provide the Disclosing Party with prompt notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Whether a protective order or other remedy is obtained or the Disclosing Party waives compliance with the provisions of this Agreement, Receiving Party will disclose only that portion of the Confidential Information which Receiving Party is legally required to disclose.

(c) **Use.** The Receiving Party covenants and agrees to use the Confidential Information solely for purposes of this Agreement and its obligations under this Agreement and will not use the Confidential Information for any other purpose.



(d) **FERPA**. The parties acknowledge that Partner is subject to the provisions of the Family Educational Rights and Privacy Act of 1974, as amended (“**FERPA**”). To the extent Partner discloses any information protected by FERPA (“**Protected Information**”) to TLH, TLH shall take appropriate steps to safeguard the Protected Information and shall not use or disclose such Protected Information other than (i) as necessitated or required by TLH’s obligations under this Agreement (but in no event in violation of FERPA), or (ii) as required by law.

6. **NON-SOLICITATION**. During the Term and for twelve (12) months thereafter, Partner agrees that it will not, directly or indirectly, including through any one or more of Partner’s affiliates or otherwise,

(a) (i) entice, induce or attempt to cause any officer or employee of TLH to terminate his or her employment with TLH, or (ii) hire or employ any such officer or employee; or

(b) (i) induce, solicit or encourage any individual or entity who is a client, supplier, or contractor of TLH, or has another business relation with TLH, to cease doing business with TLH, or (ii) in any way to interfere with the relationship between such individual or entity and TLH.

7. **NOTICE**. All notices, correspondence and other communications required by this Agreement will be in writing and will be deemed given when received and may be by U.S. mail, courier, or fax (in each case with proof of delivery), to the appropriate party at the address for such party set forth under Partner Information or TLH Information above, as applicable (or at such other address as will be specified by notice pursuant to this Section 7).

8. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**. THE SERVICES ARE PROVIDED TO PARTNER “AS IS.” TLH EXPRESSLY DISCLAIMS, AND PARTNER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED BY TLH. TLH SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TLH’S LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY PARTNER UNDER THIS AGREEMENT.

9. **MISCELLANEOUS**.

(a) **Relationship of the Parties**. With respect to and for the purposes of this Agreement, Partner and TLH are not partners or joint venturers and nothing herein will be construed so as to make them partners or joint venturers or impose any liability as such on either of them. Partner’s relationship with TLH with respect to and for the purposes of this Agreement will be that of an independent contractor.



(b) **Governing Law; Jurisdiction; Venue.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its choice of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of the Commonwealth of Kentucky, County of Jefferson, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Kentucky, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Prior to bringing any such action or proceeding, the parties agree that if they are unable to resolve a dispute or controversy related to this Agreement, they will submit the dispute or controversy to non-binding mediation. The parties will select a mutually agreeable mediator. All discussions with the mediator will be treated as compromise and settlement negotiations. Nothing said or disclosed during the mediation that is not otherwise independently discoverable, will be offered or received as evidence or used for impeachment or any other purpose in any litigation. Each party shall pay its own costs in connection with such mediation, provided, however, that the fee of the mediator will be shared equally by the parties.

(c) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements or understandings between the parties, including any proposals which may have been submitted by TLH to Partner.

(d) **Amendments.** No amendments or modifications of this Agreement will be made or deemed to have been made unless in writing and executed by each of the parties to this Agreement.

(e) **Waiver.** No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(f) **Assignment.** This Agreement may be assigned by a party upon providing prior written notice to the other party and upon the written agreement of the assignee to be bound by all of the provisions of this Agreement. This Agreement will be binding on each party's successors and assigns.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) will be excluded from this Agreement and the balance of the Agreement will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.



(h) **Headings; Construction.** The headings contained in this Agreement are for convenience only and will not be deemed a part of this Agreement in construing or interpreting the provisions hereof. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

(i) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

“Partner”

Calumet College of St. Joseph

By: 

Name: Dennis Rittenmeyer

Title: President

“TLH”

THE LEARNING HOUSE, INC.

By: 

David T. Richardson
President & Chief Executive Officer



Exhibit A
to
Student Development Services Agreement

SERVICES TO BE PROVIDED BY TLH

TLH will provide Partner with the following services with respect to the degree program(s) listed under Agreement Terms/Degree Program(s) above:

- TLH will assist Partner with lead generation by developing and implementing marketing campaigns;
- TLH will conduct outreach campaigns to non-converted leads and applications collected by Partner (lead recycling campaigns);
- TLH will provide an appropriate number of contact agents dedicated to Partner (“**CA(s)**”) and responsible for handling inbound and outbound contacts through the TLH student development services call center (the “**SDS Call Center**”); the CA(s) will make at least seven (7) attempts to contact every new lead with the first attempt commencing within twenty-four (24) hours of the lead being produced; the CA(s) will track and classify all inbound and outbound contacts for reporting purposes; the CA(s) will be employed by TLH and stationed at the TLH SDS Call Center;
- The SDS Call Center will be staffed between the hours of 9:00 a.m. and 8:00 p.m. Eastern Time or such longer hours as TLH deems necessary and will be available to assist potential students with application questions, admissions procedures and program information;
- TLH will provide an appropriate number of online enrollment counselors (“**EC(s)**”) dedicated to Partner; the EC(s) will be employed by TLH and stationed at the SDS Call Center;
- The EC(s) will disseminate to potential students information regarding the online programs offered by Partner, admissions procedure, financial aid procedure, tuition, the online modality description and Partner policies;
- The EC(s) will assist potential students with all document collection needed by Partner for rendering an admissions decision;
- TLH’s student development services team (the “**SDS Team**”) will assist Partner’s office of financial aid with document collection needed to process potential students’ financial aid;



- The SDS Team will develop an online orientation based on Partner's learning management system and will conduct such orientation prior to the first day of classes for each new online student;
- The SDS Team will ensure that each student is able to log into their online classroom on their first day of classes and has been made aware of how to find their syllabus, the online library and other resources offered by Partner;
- The SDS Team will create and collect periodic student satisfaction surveys and will provide Partner with a report based on such survey results;
- The SDS Team may create, monitor, and facilitate social networking sites dedicated to the online students enrolled by Partner (such as Facebook, My Space and Twitter); and
- The SDS Team will create a twelve (12) month "retention outreach" program consisting of periodic voice-to-voice contact with each student in addition to surveys and social networking contacts.

The Services will be subject to the following restrictions:

- (a) All calls made to "recent leads" (less than ninety (90) days old) during a call center campaign on behalf of Partner are exempt from the Federal Do Not Call list as the calls made are not sales calls, and are made as a result of a recent inquiry on the part of the lead.
- (b) TLH will honor all Do Not Call requests made by leads and will not contact them on behalf of Partner again if they request to be removed from the calling list.
- (c) For recycled lead campaigns, where leads may be more than ninety (90) days old, and where Partner requests compliance with Federal Do Not Call regulations, Partner must provide TLH with either a current Federal Do Not Call SAN (Subscriber Account Number) for TLH to utilize for the scrub process on Partner's behalf, or a pre-scrubbed calling list.
- (d) Should Partner desire for TLH to administer Partner's Federal Do Not Call list, Partner must make such request in writing at least thirty (30) days prior to the student development program launch date.