

Articulation Agreement

This Articulation Agreement (the "Agreement") dated as of February 1, 2013 (the "Effective Date") is by and between San Joaquin Valley College ("Institution"), a private college organized under the laws of California, and DeVry University, Inc., an Illinois corporation ("DeVry").

WHEREAS, Institution and DeVry wish to establish an arrangement to provide educational opportunities to Eligible Individuals (as defined in Appendix A) of Institution, leading to credit transfer opportunities to such Eligible Individuals who are matriculated students of DeVry;

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

1. Terms and Conditions

Appendix A the terms of which are incorporated herein by reference, sets forth additional terms and conditions of this Agreement and forms an integral part of this Agreement.

2. Requirements

A. This Agreement will enable Eligible Individuals who matriculate into DeVry programs to use certain Institution courses to meet degree and certificate requirements within DeVry programs by applying course to course transfers as specifically outlined in Appendix B, subject to the specific requirements of the selected DeVry programs. The details of which Institution courses may be so transferred and how DeVry will accept such transferred course credits is set forth on Appendix B hereto, the terms of which are incorporated herein by reference.

B. DeVry reserves the right to deny admission to a student if such student cannot meet DeVry's requirements for admission, as amended from time to time. Additionally, DeVry may terminate a student's enrollment for violation of any rule, policy or procedure of DeVry, as amended from time to time, in the same manner as DeVry may terminate the enrollment of any student at large. Causes for termination of the student's enrollment include, but are not limited to, the student's failure to make timely payments of tuition and/or related fees.

C. This Agreement is made explicitly subject to the terms of DeVry's admissions requirements, academic policies, program requirements, and course descriptions, including but not limited to the DeVry academic catalogs and academic policy regarding transfer of external credit (all of the foregoing collectively referred to herein as the "DeVry Policies"). In developing Appendix B, the parties have also taken into consideration the Institution's catalogs, course descriptions, and other relevant information provided by Institution to DeVry. In the event of any conflict between or among the documents mentioned in this Section 2(C) or elsewhere in this Agreement, the terms of the DeVry Policies shall prevail.

D. Undergraduate students admitted to DeVry will be required to meet the same minimum admissions requirements as all other of DeVry's U.S.-based undergraduate students, including but not limited to:

i. High school diploma or equivalent or a post-secondary degree (as set forth by standard international transcript evaluation policies) from an appropriately accredited school as determined by DeVry, or in the case of international applicants who have earned college-level course credits at an appropriately accredited (as determined by DeVry) school outside the United States, at least thirty (30) credits of recognized college work (as set forth by standard international transcript evaluation policies);

ii. All other standard DeVry admissions, placement and program requirements; and

iii. English-proficiency requirements for nonnative speakers of English (if applicable) as defined in the academic catalog.

E. To graduate, students must earn at least 25 percent of their program's required credit hours or a minimum of 30 semester-credit hours, whichever is greater, through coursework completed at DeVry. In addition, student must meet upper-division course requirements for their chosen DeVry program.

F. Only Eligible Individuals who matriculate into DeVry programs may apply to DeVry for the course-to-course transfers outlined in Appendix B, subject to this Agreement, the specific requirements of the selected degree program and any other DeVry Policies. It shall be the student's responsibility to request any permitted credit transfer in accordance with the DeVry Policies and this Agreement.

3. Disclaimer, Limitation and Indemnification

A. DeVry hereby disclaims all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, DeVry's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise) shall not exceed One Thousand Dollars (\$1,000). In no event will DeVry be liable for any indirect, consequential, incidental, special or punitive damages of any kind.

B. Institution shall indemnify and hold harmless DeVry against all claims, loss, cost, damages and liability (including reasonable attorneys' fees) relating to or arising in any way in connection with: (i) the breach by Institution of any provision of this Agreement, including but not limited to breach of any limited license granted under Appendix A; (ii) any claim brought against DeVry by any current or former student of Institution relating in any way to the subject matter of this Agreement, except to the extent caused by the gross negligence or willful misconduct of DeVry; or (iii) the operation of this Agreement, except to the extent caused by the gross negligence or willful misconduct of DeVry.

C. The terms of this entire Section 3 shall survive termination of this Agreement for any reason.

4. Miscellaneous

- A. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements, discussions, or representations with respect to the subject matter hereof.
- B. The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this Agreement.
- C. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Failure of a party to enforce any provision of this Agreement will not be a waiver of such provision nor of the right to enforce such provision.
- D. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.
- E. In the event of any dispute between the parties regarding the terms of this Agreement or the obligations of any party hereunder, all such disputes shall be referred to binding arbitration by a single arbitrator in Illinois under the arbitration rules of the American Arbitration Association.
- F. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions. Any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the State of Illinois.
- G. Each party signing this Agreement represents that it has been signed by an individual who is authorized by his or her entity to enter into this Agreement on behalf of such entity.
- H. Any Appendix referenced in this Agreement is hereby incorporated herein by reference. In the event of any conflict between the terms of body of this Agreement and the terms of any Appendix, the terms of the body of this Agreement shall prevail.
- I. Notices under this Agreement shall be deemed given (a) on the following business day when sent by overnight courier; or (b) three (3) days following registered mailing, in each case to the other party at the address specified below or such new address as a party shall communicate to the other in writing from time to time.

To DeVry:

DeVry University, Inc.
3005 Highland Parkway
Downers Grove, IL 60515-5799
Attn: University Academics -- Articulation Agreements

With a copy to:

DeVry Inc.
3005 Highland Parkway
Downers Grove, IL 60515-5799
Attn: Gregory S. Davis, Senior Vice President, General Counsel and Secretary

To Institution:

San Joaquin Valley College
801 S. Akers St., Ste. 150
Visalia, CA 93277
Attn: Sue Smilie Janecek, Director of Research and Development

J. The entire terms of this Section 4 shall survive termination of this Agreement for any reason.

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

San Joaquin Valley College

Sue Smilie Janecek 1-30-13

Sue Smilie Janecek
Director of Research and
Development

Date

DeVry University, Inc.

Donna M. Loraine

Donna M. Loraine, Ph.D.
Provost/Vice President,
Academic Affairs and Dean
of Keller Graduate School of Management

2/20/2013
Date

APPENDIX A (FOR COMMUNITY COLLEGE ARTICULATION AGREEMENT)

I. Purpose

The purpose of this Agreement is to advance the educational opportunities of Eligible Individuals by creating synergy and leveraging capabilities, leading to the transfer of credit opportunities to Eligible Individuals who are matriculated students of DeVry. This Agreement between Institution and DeVry is intended to allow Institution's associate degree holders to transfer approved credit hours into certain DeVry programs of study. DeVry will determine the number of credits to be accepted for transfer and award semester credit for approved Institution courses into one of the degree programs listed below subject to program structure and elective course availability:

- Bachelor of Science in Business Administration
- Bachelor of Science in Justice Administration
- Bachelor of Science in Network and Communications Management

II. DeVry's Profile and Accreditation

DeVry University is regionally accredited by The Higher Learning Commission of the North Central Association (HLC/NCA). DeVry University fosters student learning through high-quality, career-oriented education integrating technology, science, business and the arts. The university delivers practitioner-oriented undergraduate and graduate programs onsite and online to meet the needs of a diverse and geographically dispersed student population. Classes may be offered weekdays, evenings, and weekends, as well as online. All course credits are stated in terms of semester credit hours.

III. Institution Profile and Basis for Acceptance of Academic Credit

Institution is accredited by The Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges (ACCJC/WASC), which is an institutional accrediting body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.

At this time, Institution wishes to enter into this arrangement with DeVry to facilitate the transferring of Institution's course credits identified in Appendix B to DeVry, all subject to the terms and conditions contained in this Agreement.

IV. Eligible Individuals

This program will be available only to "Eligible Individuals" who shall be defined as students of Institution who meet the following qualifications in addition to all other requirements set forth in the Agreement: none.

V. Additional Terms

a. Graduates of Institution programs who matriculate into DeVry's Business Administration, Justice Administration, and Network Communication Management programs may apply the specific course-to-course transfers outlined in Appendix B, subject to the specific requirements of the selected degree program.

b. In addition to subsection V(a) above, graduates of the diploma or associate degree programs of Institution may transfer other course credits not specified on Appendix B into DeVry's degree programs listed above, subject to all DeVry admissions, program and course transfer requirements and policies.

c. In the event that a student elects to enroll and attend both DeVry and Institution simultaneously, students will be responsible for those costs and expenses related to their studies at each academic institution. These costs are stated in the current catalog in effect at each academic institution. This Agreement does not entail economic responsibility on the part of the respective participating academic institutions. In addition, each academic institution will be responsible for the disbursement of the financial aid pertaining to the students who are eligible during the period of time that they are enrolled in the respective academic institution. Also, each academic institution will implement any procedures required to achieve satisfactory academic progress. Each will also maintain student records and, if applicable, will comply with the federal regulations governing the use of Title IV funds.

d. Both academic institutions agree that they will promptly inform the other of any substantive changes in academic requirements, course or programs of study or any other change that may affect this Agreement.

e. For purposes of clarity, the references to "academic institutions" is intended to refer to both DeVry and Institution.

f. DeVry will waive all application fees for Eligible individuals admitted in connection with this Agreement.

VI. Promotion and Limited License

a. Promotion

(i) Institution agrees to provide information and promote the educational opportunities and programs contemplated in this Agreement among its student population. Institution will also provide opportunities for representatives of DeVry, or DeVry's approved agents, to visit Institution's locations and disseminate information about DeVry educational opportunities and programs contemplated in this Agreement.

(ii) All promotion and advertising contemplated under this Agreement will be done in accordance with all applicable laws and regulations.

b. DeVry Grant of License

(i) "DeVry Licensed Marks" shall mean DeVry's marks identified on Appendix C to this Agreement, as may be amended by written agreement of the parties from time to time.

(ii) "DeVry Territory" shall mean the United States of America.

(iii) Institution is hereby granted a limited, non-transferable, non-exclusive right and license to use DeVry Licensed Marks during the term of this Agreement solely for promotion of educational opportunities and programs as contemplated by this Agreement in the DeVry Territory. Subject to the foregoing license and for purposes of clarity, if Institution uses any DeVry Licensed Marks on any Internet site (or similar electronic means) which is accessible outside the DeVry Territory, Institution acknowledges and agrees that (1) Institution is precluded from offering, selling or providing any of the educational opportunities and programs contemplated by this Agreement outside the DeVry Territory via the Internet (or similar electronic means); and (2) Institution will place a conspicuous (all capital letter in bold print and underlined) notice on each page containing any DeVry Licensed Marks stating that the educational opportunities and programs described are not available outside the DeVry Territory.

(iv) This Section VI(b) does not: (1) grant any rights to use DeVry Licensed Marks for any purpose other than as specifically provided herein; (2) allow Institution to grant any security interest in or to the DeVry Licensed Marks; (3) allow the assignment or sublicense of any of Institution's rights under this Section (VI)(b); (4) permit Institution to adopt or use and/or attempt to register any other mark comprised of or derived from the DeVry Licensed Marks or otherwise similar thereto; or (5) permit Institution to attempt to register any DeVry Licensed Marks.

(v) Institution acknowledges and agrees that all rights in and to DeVry Licensed Marks belong exclusively to DeVry.

(vi) Institution agrees that it will not ever directly or indirectly attack or question DeVry's exclusive ownership of DeVry Licensed Marks.

(vii) Upon any termination or expiration of this Agreement or this Section VI(b), howsoever occasioned, Institution shall (1) discontinue all use of DeVry Licensed Marks; (2) discard, destroy or delete any printed and electronic materials containing DeVry Licensed Marks; and (3) refrain from any use of DeVry Licensed Marks or marks similar to DeVry Licensed Marks. Sections VI(b)(iv), (v), (vi) and (vii) shall survive termination of this Agreement for any reason.

(viii) DeVry is familiar with Institution's business, management, and abilities and believes Institution to be fully capable of properly and competently promoting the educational opportunities and programs contemplated in this Agreement in accordance with and subject to the strict quality standards and levels demanded by DeVry in connection with the use of DeVry Licensed Marks. All use under, in connection with, and/or associated with DeVry Licensed Marks by Institution shall be conducted in strict accordance with the standards, rules and procedures set by DeVry, which DeVry may unilaterally change from time to time.

c. Institution Grant of License

(i) "Institution Licensed Marks" shall mean Institution's marks identified on Appendix D to this Agreement, as may be amended by the written agreement of the parties from time to time.

(ii) "Institution Territory" shall mean the United States of America.

(iii) DeVry is hereby granted a limited, non-exclusive right and license to use Institution Licensed Marks during the term of this Agreement solely for promotion of educational opportunities and programs as contemplated by this Agreement in the Institution Territory. Institution hereby represents and warrants that it has all requisite authority to grant the foregoing license.

(iv) Upon any termination or expiration of this Agreement or this Section VI(c), howsoever occasioned, DeVry shall: (1) discontinue all use of Institution Licensed Marks; (2) discard, destroy or delete any printed and electronic materials containing Institution Licensed Marks; and (3) refrain from any use of Institution Licensed Marks or marks similar to the Institution Licensed Marks. This Section VI(c)(iv) shall survive termination of this Agreement for any reason.

VII. Term, Renewal, Changes and Termination

Subject to the other terms of this Agreement, this Agreement shall be in effect for one (1) year from the Effective Date. Thereafter this Agreement will automatically renew for periods of one (1) year each until November 30, 2017 or until terminated by either party upon providing thirty (30) days prior written notice to the other party, whichever is sooner. Notwithstanding the foregoing, either party may terminate this Agreement upon ten (10) days notice to the other party in the event of a material breach of this Agreement by the other party, which breach is not cured during such notice period.

This Agreement must be reviewed annually for continued validity, applicability, and the addition of new courses and programs at DeVry and new courses and programs at Institution, and the appropriate Institution Officer and the DeVry Vice President of Academic Affairs, or their designees, may make modifications to this Agreement by written amendment only. Any other modifications to this Agreement as part of this annual review may be made by mutually written agreement between the parties provided that the longer of one semester or four months prior written notice is provided by the party desiring major changes.

APPENDIX B – Academic Course Mapping

Date of Last Update: November 30, 2012

Institution		DeVry University			Notes
Course Number	Course Name	Sem Credit Hrs.	Course Number	Course Name or Program/Area of Transfer Category	Notes
General Education Courses					
PSY 1	General Psychology	3	PSYC110	Psychology	
BCS 1 AND BCS 2	Basic Computer Skills 1 AND Basic Computer Skills 2	2 +	COMP100	Computer Applications in Business with lab	
COMP 100	Computer Concepts	3	COMP100	Computer Applications in Business with lab	
SOC 1	Introduction to Sociology	3	SOC185	Culture & Society	
SOC.125	Diversity in the Workplace	3	SOC3350	Cultural Diversity in the Professions	
PHIL 1C	Ethics	3	ETHC232	Ethical and Legal Issues in the Professions	
ENG 121	Reading & Composition – Part A	3	ENGL112	Composition	
ENG 122	Reading & Composition – Part B	3	ENGL135	Advanced Composition	
ENG 1	Writing & Composition	3	ENGL135	Advanced Composition	
BUS 101	Business English	3	ENGL227	Professional Writing	
BUS 103	Business Organization & Operations	3	BUSN115	Introduction to Business & Technology	
BUS 41	Management & Supervision	3	MGMT303	Principles of Management	
MKT 100	Marketing	3	BUSN319	Marketing	
MATH 121 AND MATH 122	College Algebra – Part A AND College Algebra – Part B	3 +	MATH114	Algebra for College Students	
ECON 1	Economics	3	ECON312	Principles of Economics	
SPC 1A	Introduction to Public Speaking	3	SPCH275	Public Speaking	
SPC 1A	Introduction to Public Speaking	3	ENGL230	Professional Communication	

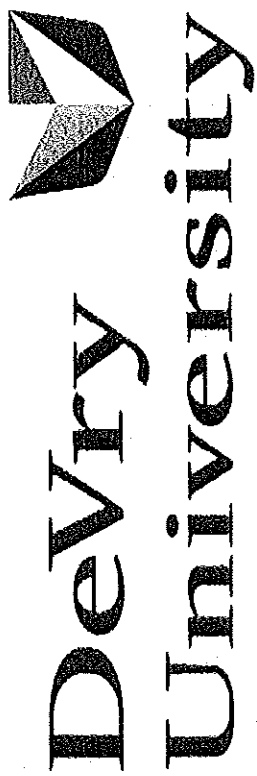
Business Administration Program – A.S. Degree			
ACT 101 AND ACT 102	Principles of Accounting AND Intermediate Accounting	4 +	ACCT212
BA 210	Business Writing	2	ENGL206
BUS 170	Strategic Management & Leadership	3	BUSN412
BUS 180	Marketing & Sales	3	BUSN319
BUS 400	Business Capstone	3	SBE310
HR 100	Human Resource Management & Administration	2	MGMT410
Business Administration Program (Online) – A.S. Degree			
BUS 100	Introduction to Business	5	BUSN115
HR 155	Human Resource Management & Administration	5	MGMT410
Criminal Justice: Corrections – A.S. Degree			
CJ 4	Criminal Law	3	JADM200
CJ 14	Juvenile Law and Procedures	3	JADM230
CO 2	Introduction to Administration of Justice	3	JADM100
CO 3	Criminal Procedures	3	JADM320
CO 5	Community and Human Relations	3	JADM260
CO 8	Introduction to Investigation	3	JADM407
CO 10	Writing for Criminal Justice	3	JADM250
CO 20-A	Introduction to Corrections	3	JADM210
Human Resource Administration (Online) – A.S. Degree			
HRA 22	Human Resource Laws, Policies, & Procedures	5	HRM320
HRA 21	Human Resource Management & Compensations	5	HRM410
HRA 23	Accounting and Payroll Management	5	HRM430
	Financial Accounting		
	Technical Communication		
	Business Policy		
	Marketing		
	Small Business Management & Entrepreneurship		
	Human Resource Management		
	Introduction to Business & Technology		
	Human Resource Management		
	Introduction to Criminal Law		
	Introduction to Juvenile Justice		
	Introduction to Criminal Justice		
	Criminal Procedure		
	Community Policing		
	Criminal Investigation		
	Police Report Writing		
	Introduction to Policing		
	Employment Law		
	Strategic Staffing		
	Compensation & Benefits		

Human Resource Administration – A.S. Degree			
BUS 170	Strategic Management & Leadership	3	BUSN412 Business Policy
HRA 25	Workforce Analysis, Planning, & Staffing	3	HRM410 Strategic Staffing
HRA 26	Workforce Training, Managing, & Safeguarding	3	HRM420 Training & Development
HRA 31 AND	Labor Laws: Employee Rights	3	HRM320 Employment Law
HRA 32	Labor Laws: Equal Employment Opportunity	3	
HRA 56	Benefits and Compensation	3	HRM430 Compensation & Benefits
Computer Systems Administration – A.S. Degree			
CSA 6	Comp TIA Network +	2	NETW202 Introduction to Networking with Lab
CSA 55	Security +	2	SEC280 Principles of Information Systems Security
CST 3A AND	A+ Certification	5	COMP129 PC Hardware and Software with Lab
CST 4A	A+ Certification Lab	5	
ICS 2	Intermediate Computer Skills	2	BIS155 Data Analysis with Spreadsheets with Lab

APPENDIX C

DeVry Licensed Marks

DeVry University



APPENDIX D

Institution Licensed Marks

