

**Articulation Agreement
between
DeVry University
and
Kearny High School**

This Articulation Agreement (the “Agreement”) is by and between Kearny High School (“Institution”), a public high school organized under the laws of New Jersey 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 transfer credit 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 other of DeVry's similarly situated 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;
- ii. All other standard DeVry admissions, placement and program requirements; and
- iii. English-proficiency requirements (as applicable) as defined in the academic catalog.

E. To graduate, all students must meet the residency requirement for their academic program as noted in the Academic Catalog. In addition, undergraduate students 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. Students are required to submit an official transcript from every institution they previously attended regardless of whether credit was earned. 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
1200 E. Diehl Rd
Naperville, IL 60563
Attn: University Academics – Articulation Agreements

With a copy to:

DeVry University
1200 E. Diehl Rd
Naperville, IL 60563
Attn: Bill Caruso, General Counsel, Secretary, and Vice President, Regulatory Affairs

To Institution:

Kearny School District
172 Midland Avenue
Kearny, NJ 07032
201 955-5000
fencarnacao@kearnyschools.com
Attn: Flora Encarnacao, Superintendent of Schools

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 date of the last signature (“Effective Date”).

Kearny School District

DeVry University



01/06/23



1-13-23

Flora Encarnacao
Superintendent of Schools

Date

Shantanu Bose, Ph.D.
Provost and Chief Academic Officer

Date

In New York State, DeVry University operates as DeVry College of New York.

APPENDIX A (FOR U.S. ACCREDITED EDUCATIONAL INSTITUTIONAL 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 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 students 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.

II. DeVry's Profile and Accreditation

DeVry University is accredited by the Higher Learning Commission (HLC). www.hlcommission.org. DeVry University strives to close our society's opportunity gap by preparing learners to thrive in careers shaped by continuous technological change. Through innovative programs, relevant partnerships and exceptional care, we empower students to meaningfully improve their lives, communities, and workplaces. All course credits are stated in terms of semester credit hours. www.devry.edu

III. Institution Profile and Basis for Acceptance of Academic Credit

Kearny High School (KHS) is a large comprehensive high school with an enrollment of approximately 1,650 students. Kearny School District is designated as a High-Performing School District by the NEW JERSEY QUALITY SINGLE ACCOUNTABILITY CONTINUUM (QSAC). The mission of the Kearny School District, a diverse metropolitan "hometown" working together as a unified community, is to provide unlimited opportunities that maximize everyone's potential to be a life-long learner and a contributing member of society. The faculty is committed to superior classroom instruction, a safe and nurturing environment, and a partnership with family and community

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. Certain programs have specific requirements for assessment and placement. The score obtained on such placement tests may result in the need for the student to successfully complete appropriate transitional studies coursework, which may affect program length and cost.

b. Graduates of Institution programs who matriculate into the applicable DeVry programs may apply the specific transfers outlined in Appendix B, subject to the specific requirements of the selected degree program.

- c. 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.
- d. For purposes of clarity, the references to “academic institutions” is intended to refer to both DeVry and Institution.
- e. 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 education 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 education 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

a. 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 3, 2027 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 Chief Academic Officer, or their designees, may make modifications to this Agreement by written amendment only. Any modifications to this Agreement must be made only by mutually written agreement between the parties.

Appendix B: Course Mapping

The following are the Kearny High School Cisco Academy courses that were evaluated and the corresponding DeVry University programs in which some credit may transfer.

Kearny School District Cisco Academy		DeVry University	
86101	IT Essentials	• CEIS101	Introduction to Technology and Information Systems
86103	Introduction to Cybersecurity	• SEC285	Fundamentals of Information System Security
86203	CCNA 1: Introduction to Networks	• NETW260	Intermediate Information Technology & Networking I
86304	CCNA 2: Routing and Switching Essentials	• NETW270	Intermediate Information Technology & Networking II

APPENDIX C

DeVry Licensed Marks



APPENDIX D

Institution Licensed Marks

