OPERATING AGREEMENT SUPPORTING THE
JOINT ARTICULATION OFFERED BY
AMERICAN INTERNATIONAL COLLEGE AND
HOLYOKE COMMUNITY COLLEGE

This Operating Agreement is made this 25th day of April, 2016, by and between AMERICAN
INTERNATIONAL COLLEGE (AIC) AND HOLYOKE COMMUNITY COLLEGE (HCC).

Preliminary Statement

AIC and HCC are parties to a Memorandum of Understanding dated April 25, 2016 (the "MOU"). The
MOU relates to the implementation and operation by AIC and HCC of a Joint Articulation Agreement
(JAA) offered to HCC students. The MOU provides for AIC and HCC to enter into an Operating
Agreement that sets forth the specific manner in which the Joint Articulation Agreement will be
administered and delivered. This Operating Agreement constitutes the Operating Agreement required
pursuant to the MOU and sets forth the terms and conditions applicable to the administration and delivery
of the JAA, as hereinafter set forth.

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

1. **Incorporation of MOU**: AIC and HCC agree that the MOU is hereby incorporated by reference in
   this Operating Agreement. All capitalized terms not otherwise defined in this Operating Agreement
   shall have the same meanings as set forth in the MOU.

2. **The Program**: AIC and HCC agree to offer Joint Articulation ("JAA"). The Program will consist of
   academic equivalencies, program specific degree plans, JAA scholarships for successful HCC-to-AIC
   transfer students, and student life benefits as outlined below.

3. **Publicity and Promotion**: AIC and HCC both agree to promote the program. AIC will create and
   provide to HCC for distribution copy for the HCC website (that may be edited at will by HCC), printed
   program materials, including but not limited to: program brochures and posters. AIC is also responsible
   for drafting and sending recruitment-related announcements to prospective JAA participants during
   their enrollment at HCC, and maintaining communication with active JAA participants during their
   enrollment at HCC. Communication with prospective JAA participants who have not already inquired
   to AIC will occur no more than twelve times/year, and may include invitations to on-campus events,
   announcements related to the AIC/HCC JAA, promotion of the JAA scholarship and other benefits,
   and more. Communication with active JAA participants will occur at least monthly, and may include:
   invitations to on-campus events, advising invitations, campus updates, and more. Message content is at
   the discretion of AIC.

4. **Information Exchange and Communication**: HCC will provide AIC the names, mailing addresses
   and email addresses of all students who complete a participation form. The form will be sent to both
   AIC’s and HCC’s designated representative. Once per year, AIC will provide HCC a list of JAA student
   participants who transferred to AIC without receiving their Associate’s Degree from HCC, along with
   the student’s AIC campus email and major. At the end of every term, HCC will provide to AIC
a list of degree progress/credits completed for JAA students, as well as credits towards their major upon the conditions that: (1) the student has signed the JA participation agreement, and (2) is currently enrolled in a program that articulates to AIC. This information would be sent to one AIC designate.

5. **On-Campus Presence**: AIC commits to having a frequent, sustained, on-campus presence at HCC to represent actively this relationship and program. Working with the HCC advising team, AIC transfer admission representatives will visit HCC campuses no fewer than twelve times per year to provide on-site admissions and transfer information. All on-campus visits will be coordinated with HCC and will be promoted by both AIC and HCC to prospective and enrolled JAA students. HCC commits to providing AIC designated space for all on-campus visits.

6. **Financial Aid and Joint Admission Agreement Scholarship**: All JAA participants are required to complete the FAFSA for the term in which they plan to matriculate to AIC. JAA participants shall be eligible for merit and need-based aid. Merit aid will be awarded in the structure that governs all transfer students for the entry term under which the student will matriculate. Each JAA student will be awarded a $4,000 JAA scholarship (in addition to standard merit aid) if he/she meets all the terms of enrollment for the JAA program. The JAA Scholarship may impact other need-based aid.

7. **Transfer Requirements**: Unless otherwise stated in this Operating Agreement, AIC’s standard transfer policies and requirements will apply to HCC JAA participants. Course and program specific articulations are included in this agreement in Appendix A.

8. **Relationship to MOU**: As set forth above, the provisions of the MOU are incorporated by reference in this Operating Agreement. The term of this Operating Agreement shall be the same as the term of the MOU, and upon the termination of the MOU this Operating Agreement shall terminate automatically.

9. **Default and Termination**: In the event of any breach or default by either party to this Operating Agreement in connection with the performance of its obligations and the continuation of such breach or default for a period of thirty (30) days after the delivery of written notice thereof by the non-breaching party to the breaching party, the non-breaching party shall be entitled to terminate this Operating Agreement effective as of the End Date, and in the event of any such termination the non-breaching party shall be entitled to all rights and remedies available at law or in equity.

10. **Enrollment and the Joint Agreement Scholarship**: To enroll officially in the JAA program, students must submit the completed Participation Agreement at least 2 semesters prior to enrolling at AIC. Enrolled JAA students automatically receive a $4,000 scholarship in addition to their earned merit scholarship and before any need-based aid is awarded.

11. **Miscellaneous**: This Operating Agreement and the MOU constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no change or modification of this Operating Agreement shall be valid unless made in writing, signed by AIC and HCC. Neither party shall be entitled to assign this Operating Agreement to a third party. This Operating Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
Operating Agreement
Joint Articulation Offered by AIC and HCC

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

American International College:  
By: [Signature]  
Vincent Maniaci, Ed.D., President

Holyoke Community College:  
By: [Signature]  
William F. Messner, Ph.D., President