

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: LU214-18-019

This contract entered into this 1st day of July 2019 by Academic Partnerships, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Longwood University hereinafter called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From January 1, 2020 through December 31, 2026.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated May 18, 2018;
 - a. The Statement of Needs;
 - b. The General Terms and Conditions together with any negotiated modifications of those General Terms and Conditions;
 - c. The Special Terms and Conditions together with any negotiated modifications of those Special Terms and Conditions;

Addendum 1, dated June 15, 2018;

Addendum 2, dated June 21, 2018;

- (3) Attachment 1, dated July 1, 2019;
- (4) The Contractor's Proposal dated July 3, 2018; and the following agreement, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: 

Howard Rouse

Title: Chief Operating Officer
(Print or Type Name and Title)

Date: 8/29/19

PURCHASING AGENCY:

By: 

M. Louise Waller

Title: Vice President for Administration and Finance

Date: 8-23-19

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

SERVICE AGREEMENT

This Service **Agreement (Agreement)** is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company (**AP**), and Longwood University (the **University**) as of July 1, 2019 (the **Effective Date**). **AP** and the **University** are sometimes referred to in this **Agreement** each as a **Party**, and collectively as the **Parties**.

Recitals Incorporated Into Agreement

- I.** The **University** offers an online Master of Business Administration (**MBA**) program;
- II.** **AP** provides services to universities to enable them to offer such courses, degree programs and other programs online;
- III.** Subject to the terms and conditions set forth herein, the **University** desires to engage **AP** to provide such services with regard to the **MBA** inclusive of all tuition-generating courses in the **Students'** program of study taken at Longwood **University** (participants in the **MBA** are **Student(s)**).
- IV.** For the purposes of this **Agreement**, the **Parties** agree that the definition of **Students** shall exclude:
 - (1) Students enrolled in the 4+1 MBA program
 - (2) **University** employees and their dependents
 - (3) Members, and their dependents, of any advisory and/or oversight board and/or council associated with the **University** and its subsidiaries
 - (4) **Students** already enrolled in the **MBA** at the **Launch Date** of this contract.

V. AP Obligations

AP shall have the following obligations, which it shall fulfill through its own efforts as well as through efforts of its agents and affiliates:

- A. Marketing, Recruiting, and Promotion.** **AP** shall market and promote the **University** and its **MBA** using a variety of means as determined by **AP**. A marketing plan will be presented to the **University** at least annually, and the **University** shall review and approve said plan[s]. **AP** will then operate under the approved marketing plan. Quarterly, the **Parties** will review and update the marketing plan as necessary.
- B. Program Development, Support and Implementation.** **AP's** implementation team will work with the **University** to implement the **University's MBA**. **AP's** implementation support services will include:
 - 1. an integration team that works with the **University's** personnel from key departments;
 - 2. facilitation of various operational planning sessions for the **MBA**;
 - 3. development of a "Program Guidelines" document;
 - 4. cross-functional project management services, including development of a project plan to drive program implementation activities.
- C. Academic Support Services.** **AP** will work with faculty and the **University** on the **MBA** program's design, including but not limited to:
 - 1. assistance with program-level planning, course mapping, and **MBA** course design to incorporate online learning best practices;
 - 2. conducting faculty development support sessions;
 - 3. assisting **University** in structuring multiple annual start dates; and
 - 4. introducing best practices for the delivery of the online **MBA** program.

D. Enrollment Specialist Representatives (ESRs). ESRs will serve as a primary point of contact for all prospective **Students** for the **MBA**. The **ESRs** will help educate **Students** about the **MBA**. **AP**'s responsibilities include:

1. staffing and equipping a call center for **ESRs**;
2. providing a team of **ESRs** to contact potential **Students**;
3. providing a toll free number and website for prospective **Students**;
4. recruiting in compliance with the academic standards of the **University** and regulatory requirements; and
5. informing potential **Students** of the **MBA** program characteristics and referring potential **Students** to the **University** regarding financial aid and/or academic questions. In performing recruiting activities, **ESRs** shall use such marketing and promotional materials as deemed appropriate by **AP** and as are provided by or approved by the **University** in accordance with this **Agreement**, and **AP** is entitled to rely on the accuracy of any such materials.

AP agrees that in the course of recruitment of **Students** for enrollment in the **MBA**, it will not provide any commission, bonus or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity directly engaged in any student recruiting or admission activities, except in accordance with the provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education or the **University**'s regional accreditor.

E. Application Support. In addition to recruiting, **ESRs** will:

1. inform applicants of **University** application requirements;
2. contact applicants regarding upcoming **MBA** program deadlines;
3. remind applicants to submit necessary paperwork (transcripts, etc.);
4. remind **Students** of the registration process, registration deadlines and payment deadlines once admitted to the **University**; and
5. refer **Students** to appropriate **University** resources if there are further questions about the **MBA**.

F. Student Support Services. **ESRs** will provide **Student** support and retention services, including, but not limited to the following:

1. following up with **Students** periodically through graduation;
2. referring **Students** to **University** resources if academic questions persist;
3. welcoming new **Students** and providing upcoming registration dates and/or deadlines;
4. re-engaging inactive **Students**; and
5. reminding **Students** of upcoming start dates, registration deadlines and payment deadlines.

G. Canvas. **AP** recommends Canvas as the preferred learning management system, but the **University** may use the learning management system of its choice. If the **University** elects to use Canvas, **AP** will fund the **University**'s use of Canvas for the **MBA** for the duration of this **Agreement**. Specifically, **AP** will fund the Canvas usage fees, Premium Support (as defined by Canvas), and administrative and instructor training. Any additional services and customization the **University** wishes to receive must be negotiated directly with Instructure (the Canvas Provider). Additionally, if **University** chooses to use Canvas for other programs not covered by this **Agreement**, the **University**, as a partner of **AP**, will receive preferential pricing from Canvas. To receive Canvas from Instructure, the **University** must enter into a

master subscription services agreement with Instructure as soon as reasonably practicable following the execution of this **Agreement**.

Upon entering into a master subscription services agreement with Instructure, the **University** shall take the necessary steps in conjunction with Instructure to integrate the University into the Canvas environment. The **University** shall use commercially reasonable efforts to complete such integration within sixty (60) days.

If the **University** desires to host a Massive Open Online Course (**MOOC**) on the Canvas Open Network, Instructure will provide support on the Canvas Open Network at no additional charge to the **University** if the **University** enters into a memorandum of understanding with Instructure specifically for this purpose.

H. Data Protection. **AP** shall use commercially reasonable efforts to ensure the data shared is not re-disclosed or otherwise breached. For any data shared that is subject to the regulations of the Family Educational Rights and Privacy Act (FERPA), (34 CFR Part 99), **AP** shall comply with the requirements of FERPA. Further, **AP** shall abide by the terms of Virginia Code §23.1-405 regarding the use and disclosure of student information.

Notwithstanding the above, **AP** may utilize the information of denied applicants (**Denied Applicants**) to offer them information on other educational opportunities so long as **AP** obtains the Denied Applicants' consent.

VI. University Obligations

The **University** shall maintain the sole authority in the (i) appointment of faculty, (ii) admission of **Students**, (iii) delivery of the **MBA** program, (iv) evaluation of **Student** performance, (v) decision to award course credit and/or academic credentialing, and (vi) decision to award scholarships or financial aid. During the Term of this **Agreement**, the **University** has the following obligations:

A. Marketing Deliverables.

1. **University** shall deliver to **AP** its branding and style guidelines to be used by **AP** in marketing and recruiting associated with the **MBA** and hereby grants the right to **AP** to use its intellectual property (including to represent the **University** in forming affiliate relationships and related promotions without necessarily referencing **AP**) referenced in Section VIII in performance of the **AP** Obligations
2. **University** shall allow **AP** and/or its agents or affiliates to use the **University** web domain for marketing (i.e., <http://online.Universityname.edu> or <http://degree.Universityname.edu>) and host those subdomains for ease of maintenance and updates;
3. **University** shall allow **AP** to have access to alumni email lists for the purpose of marketing the **MBA** program; and
4. **University** shall ensure that **AP** is its exclusive third-party marketer and promoter with regard to the **MBA** program

B. Regulatory Approvals, Accreditations, and Licenses. The **Parties** agree that **AP** is relying on the **University's** obligation to determine and obtain all necessary regulatory approvals and licenses for the **MBA** including as set forth below:

1. **Obtaining Regulatory Approvals.** As it is required by law, the **University** shall fulfill its obligation to determine if it is required to obtain any type of approval, authorization, certificate, or license to deliver online instruction, market degree programs, or recruit **Students**. If the **University** determines that it or its agents are required to obtain any sort of approval, authorization, certificate, or license in a state, then the **University** shall make

every reasonable, and a good faith, effort to obtain all such necessary approvals and shall communicate them to **AP** in a timely manner.

2. **Informing AP of Obtained Approvals.** The **University** shall inform **AP** as to which states' residents the **University** is legally authorized to enroll **Students**, what types of marketing and recruitment activities it has obtained approval for, and in which locations such approvals have been obtained.

C. Financial/Business Oversight. The **University** will oversee the financial management of the **MBA**.

D. Access to Data. The **University** shall provide **AP** daily extracts from its **Student** Information System and Learning Management System that contain information about applicants and **Students** enrolled in the **MBA**. Essential data includes, but is not limited to, applicant, **Student**, section, course, enrollment, grade, and time-activity data. **AP** and its agents and/or affiliates may use the data in order for **AP** to fulfill its obligations and exercise its rights under this **Agreement** and to analyze and increase the effectiveness of the services it offers hereunder. Additionally, **AP** may share such data with its strategic partners, specifically AspirEDU, Inc., Zoom Video Communications, Inc., and Instructional Connections, LLC, in order for **AP** to improve retention efforts and enhance **AP**'s other services. All strategic partners receiving data from **AP** will be bound by same FERPA and Virginia state law student data protection requirements as **AP**.

E. Competing Programs. The **University** agrees that for the duration of this **Agreement** it will not offer any similar and/or competing online program(s) to the **MBA** that is represented by **AP**. For the purposes of this agreement, the 4+1 program, also referred to as the MBAdvantage program, is not considered competing as it serves a target market different to that of the online **MBA**.

F. Program Characteristics. The **University** will assure that:

1. its tuition and fees for the **MBA** are no more than the campus-based tuition and fees;
2. the **MBA** is in an accelerated format;
3. there shall be at least six program starts per year for the **MBA**;
4. the **University** shall work collaboratively with **AP** and establish parameters in conjunction with the annual marketing plan to offer promotions, including offering special scholarships and discounts to affiliate partners; and
5. the **University** shall provide and maintain a **MBA** program with the following areas of emphasis: general, real estate, retail management, and add at least three (3) from the following high demand areas: Marketing, HR, Health Care Administration, Accounting, Finance, Business Analytics, Supply Chain Management, Cyber Security and Project Management. Both parties recognize that such additions may require approval at the college, graduate school, University and commonwealth levels. **AP** acknowledges that the University cannot be held responsible if additional areas of emphasis do not receive approval at any level. University agrees to make every effort to start the approval process as soon as possible.
6. both **Parties** to this contract recognize that tuition and fees are determined by the Longwood **University** Board of Visitors and are subject to change at their discretion.
7. subject to the statutory prerogatives of the University Board of Visitors, the University does not intend to add additional fees associated with the **MBA**.

G. Financial Aid. The **University** agrees to carry out the administration of all aspects of the financial aid process in compliance with all applicable federal regulations. The **University** will make financial aid available to **Students** in the same manner and to the same extent as made available to other students of **University**, and will be solely responsible for and will retain complete control over all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended),

including determining and verifying eligibility, monitoring and managing all aspects of student's award acceptance, loan counseling, and setting of budgets and disbursement schedules. It is agreed and understood that **AP** shall have no involvement in or responsibility for the financial aid process. **AP** personnel shall refer financial aid matters to the **University** and the **University** shall have the right to review and approve in advance any **AP** functions or activities, including call scripts, that may involve the financial aid matters or financial aid decisions of **Students**.

VII. License Grants by AP

During the Term of this Agreement, AP grants the University a limited, nonexclusive license to use AP's intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, and know-how, for the specific and limited purpose of marketing and promoting the MBA. Exhibit A lists the initial AP trademarks that AP expects to be used under this Agreement.

VIII. License Grants by the University

- A. License.** During the Term of this **Agreement**, the **University** grants **AP** a limited, nonexclusive license to use the **University's** intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, pictures (of faculty, the **University**, and its students and alumni), and know-how, for the specific and limited purpose of marketing and promoting the **MBA**. The **University** will supply AP with its trademarks, logos, websites, marketing materials, pictures, etc. within 30 days of the **Effective Date**.
- B. Agents and/or Affiliates.** **AP** is hereby given the right to allow its agents and/or affiliates (e.g. specialized providers of niche services such as digital marketing and operational suppliers) to utilize the **University** materials where appropriate in **AP's** reasonable discretion to meet its obligations to the **University** and exercise its rights under this **Agreement**. **AP**, its agents and affiliates, agree to comply with the **University's** branding and style guidelines.

IX. Ownership

- A. Ownership of Contributed Materials.** **AP** and the **University** each retain all ownership and intellectual property rights in the material they each contributed.
- B. Ownership of Developed Materials.** Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this **Agreement** shall belong to the **Party** that creates such intellectual property, unless mutually agreed to otherwise in writing. **AP** agrees to abide by, and be bound by, the **University's** Intellectual Property policy.

X. Term

- A. Term.** The original term of this **Agreement** shall commence on the **Effective Date** and end seven (7) calendar years after the initial **Launch Date** of the **MBA** (**Launch Date** for this **Agreement** is January 1, 2020. This **Agreement** will expire on December 31, 2026 (**Expiration Date**). This agreement is non-renewable. Continuation of the relationship between the **Parties** beyond the **Expiration Date** will require the development of a new agreement and the adoption of the new agreement by both **Parties** at least 60 days prior to the **Expiration Date**.

XI. Payment and Taxes

AP Payment. The **University** will collect all tuition. **Revenue** is defined as all tuition collected from **Students** enrolled in the **MBA**, inclusive of all pre-requisite, co-requisite, and general education courses—so long as the courses are part of students' program of study and contribute to degree completion. The **Parties** agree that if the **University** has not collected Revenue for a particular **Student** enrolled in the **MBA** by the relevant Cut Date, such **Student's** enrollment shall be

deferred to the following term.

- A. Fees of any kind collected from **Students** are not considered **Revenue** under this **Agreement**. Remittances to **AP** under the terms of this contract are hereafter referred to **AP Payments**.

AP Payments will be timed as follows:

- Revenue will be determined as of 12:00 midnight on the last day to drop a class in the current MBA academic term (the **Cut Date**). **AP Payments** are to be postmarked within 30 days of the **Cut Date**. There will be six **Cut Dates** per calendar year.

AP Payments will be calculated as follows:

- **AP Payment** shall be $\frac{1}{2}$ of **Revenue**, i.e., (**Revenue** since the prior **Cut Date** X 50%). For calculation of the initial **AP Payment**, the **Effective Date** of this contract is considered a **Cut Date**.

- B. **Taxes**. Each **Party** will be responsible for any and all taxes due on their portion of **Revenue** received.
- C. **Final Service Payment**. The **University** acknowledges that a significant portion of **AP's** cost is incurred before a **Student** enrolls, and that **AP's** only method of cost recovery is through continuing payments as a **Student** progresses through the **MBA**. Additionally, the **University** recognizes that the nature of this **Agreement** and its payment schedule necessitates that a portion of the amount earned by, and owed to, **AP** be remitted after termination or expiration of the **Agreement**. Therefore, upon expiration or termination of this **Agreement** for any reason the **University** shall continue to remit owed **AP Payments**, following the timing and calculation formula specified Section VII-A of this **Agreement**, until all **Students** enrolled in the **MBA** at the time of expiration or termination have either graduated or withdrawn from the **MBA**. Post expiration or termination **Revenue** calculations will not include tuition collected for **Students** who take the first class in their program of study after the **Expiration Date** or termination date.

XII. Indemnification

- A. **AP** will defend and indemnify the **University**, to the extent permitted by applicable law, against any loss or damage caused by **AP's** actions hereunder provided that: (a) the **University** notifies **AP** in writing within 30 days of the claim; (b) **AP** has sole control of the defense and all related settlement negotiations; and (c) the **University** provides **AP** with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the **University** in providing such assistance will be reimbursed by **AP**.

XIII. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES EXCEPT AS OTHERWISE CONTEMPLATED IN THIS AGREEMENT.

XIV. Warranties

- A. **Authority**. Each **Party** warrants, to the best of its knowledge, that it has the authority to enter into the **Agreement** and to perform its obligations set forth herein.
- B. **Ownership of Materials Provided**. Each **Party** warrants to the other that it is the sole and exclusive owner of the provided materials or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge, such materials do not infringe any third-party rights.

XV. Cure for Breach.

If either **Party** materially breaches the terms of this **Agreement** and fails to correct the breach

within 60 days after the non-breaching **Party** provides written notification, the non-breaching **Party** shall follow the dispute resolution procedures contained herein under Section XVII.D.

XVI. Additional Obligations Upon Termination.

In addition to any other obligations identified in this **Agreement** which extend beyond, or begin at, expiration or termination of this **Agreement**, both **Parties** shall cease all use of the other's provided materials and return any such material in its possession to other **Party**.

XVII. General

- A. Relationship Between the Parties.** Each **Party** is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each **Party** will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this **Agreement**, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.
- B. Mutual Non-Disparagement.** The **University** and **AP** agree to make no statement, whether written or oral, about the other **Party** which could reasonably be expected to adversely affect the other **Party's** perception or reputation.
- C. Governing Law and Jurisdiction.** This **Agreement** and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with laws of the Commonwealth of Virginia.
- D. Dispute.** In the event that some or all of the materials provided by either **Party** is held or is believed by the other **Party** to infringe third-party rights, the alleged infringer shall have the option, at its expense to: (a) modify the materials to be non-infringing; or (b) obtain a license from the third party to continue using that portion of the materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then that **Party** may require the other to return the infringing materials and all rights thereto.

If a **Party** breaches this **Agreement** and does not cure within the proper period then the **Parties** shall submit the matter to non-binding mediation under an agreed mediator within 60 days of the deadline for cure.

- E. Notice.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail or actually received to:

If to **AP**:

Academic Partnerships, LLC
Attention: Finance Department
600 North Pearl Street
Suite 900
Dallas, Texas 75201

With copy to:

Academic Partnerships, LLC
Attn: Legal Dept.
2200 Ross Avenue
Suite 3800
Dallas, Texas 75201

If to the **University**:

Longwood **University**
College of Business and Economics
Attn: Office of the Dean
Hiner 103
201 High St.
Farmville, VA 23909

With copy to:

Longwood **University**
Attn: General Counsel
Lancaster G23
Longwood University
201 High Street
Farmville, VA 23909

The **Parties** agree that they each may treat documents faxed and/or email attachments and/or a signature sent electronically by the other **Party** as original documents; nevertheless, either **Party** may require the other to exchange original signed documents.

- F. Severability.** In the event any provision of this **Agreement** is held to be invalid or unenforceable, the remaining provisions of this **Agreement** will remain in full force.
- G. Waiver.** The waiver by either **Party** of any default or breach of this **Agreement** shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either **Party's** intellectual property rights, no action, regardless of form, arising out of this **Agreement** may be brought by either **Party** more than two years after the cause of action has occurred.
- H. Counterparts.** This **Agreement** may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- I. Confidential Information.** Each **Party** agrees that it shall not use or disclose to any third party, except for the purpose of performing this **Agreement**, any business and technical information of the other **Party** which, in the exercise of reasonable judgment, should be recognized by such **Party** as confidential (**Confidential Information**). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving **Party**; (b) is furnished by the disclosing **Party** to others without restrictions on use and disclosure; (c) becomes known or available to the receiving **Party** without restriction from a source other than the disclosing **Party** without breach of any **Agreement** with the disclosing **Party**; (d) is disclosed with prior written approval of the disclosing **Party**; (e) is independently developed by the receiving **Party** without the use of any Confidential Information; (f) is previously known to the receiving **Party** on a non-confidential basis; or (g) is required by court order (other legal process), government agency or state open records law to be disclosed, in which case, the receiving **Party** shall give the disclosing **Party** as much notice as is reasonably practical so that the disclosing **Party** may seek a protective order or other confidential protection as the disclosing **Party**, in its sole discretion, may elect and the receiving **Party** shall reasonably cooperate with the disclosing **Party** in disclosing **Party's** efforts to obtain such order or protection.

- J. Force Majeure.** Neither **Party** will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act or act of government, or any other event beyond the reasonable control of that **Party** (an **Excusable Delay**). This **Agreement** may be terminated with written notice by either **Party** under this section should the **Excusable Delay** of the non-performing **Party** continue for more than 30 days.
- K. Entire Agreement.** This **Agreement** with any documents referred to in it constitutes the entire agreement and understanding between the **Parties** and supersedes any previous agreement between them relating to the matters set forth herein.
- L. Successors and Assigns.** This **Agreement** will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each **Party** hereto. Either **Party** may assign this **Agreement** upon providing written notice to, and with subsequent written consent of, the other **Party**.
- M. Variation.** No variation of this **Agreement** or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the **Parties**.
- N. Survivability.** The following Sections shall survive the expiration and termination of this **Agreement**: V.H, IX, XI, XII, XIII, XIV, XVI, XVII.
- O.** This **Agreement** is a result of a formal Request for Proposal (RFP) issued by the **University** soliciting for the services contained hereunder.

[Remainder of page intentionally left blank. Signature page to follow.]


ACADEMIC PARTNERSHIPS, LLC

Signature: 

Name: Howard Rouse

Title: Chief Operating Officer

Date: 8/29/19

Signature: 

Name: David Daniels

Title: President, University Partnerships

Date: 8-30-19

UNIVERSITY

Signature: 

Name: M. Louise Waller

Title: Vice President for Administration & Finance

Date: 8-23-19

EXHIBIT A

(AP Trademarks, including those of its affiliates)

1. ACADEMIC PARTNERSHIPS
2. AP





LONGWOOD
UNIVERSITY



REQUEST FOR PROPOSALS

#LU214-18-019

STRATEGIC PARTNERSHIP FOR MARKETING THE MBA PROGRAM

July 6, 2018



REQUEST FOR PROPOSALS (RFP)

Issue Date: May 18, 2018
Title: Strategic Partnership for Marketing the
MBA Program

RFP#LU214-18-019
Commodity Codes: 91807, 91826, 91832,
91838, 91876

Issuing Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management & Purchasing
201 High Street, Lancaster Hall, Room 207A
Farmville, Virginia 23909

OPTIONAL PRE-PROPOSAL CONFERENCE
Thursday, June 14, 2018 at
3:00 p.m., Lancaster Hall, Room 223
Longwood University
Farmville, Virginia 23909

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia 23909

Initial Period Of Contract: September 1, 2018 through August 31, 2019

Sealed Proposals Will Be Received Until: **June 28, 2017 at 2:00 p.m. Local Time** For Furnishing The
Goods/Services Described Herein. **Proposals Shall Be Date/Time Stamped By The University Upon Receipt.**

All Inquiries For Information Should Be Directed To: Cathryn B. Mobley, Associate Vice President for
Administration and Finance, using ATTACHMENT A – WRITTEN PRE-PROPOSAL QUESTION FORM emailed to
materielmanagement@longwood.edu or faxed to (434) 395-2246. **Questions are due by 12:00 noon on June 20,
2018.**

**PROPOSALS MUST BE MAILED OR HAND DELIVERED DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. Note: If you
use an express delivery service, you may be told that Farmville, VA/Longwood University is a next day delivery
location, but make sure the carrier guarantees delivery by 2:00 p.m.**

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby
Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The
Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

State Corporation Commission (SCC) ID#: T075713-0 or statement describing why offeror is not
required to have a SCC ID# must be furnished with your proposal.

eVA Member: ☒ Yes ☐ No

eVA Vendor ID#: 015001845

Check all that apply: Small Business ☐

Woman-Owned Business ☐

Minority-Owned Business ☐

**Note: Offeror shall be a member of eVA on the
date and time designated for receipt of proposals
to be awarded this contract. See General Terms and
Conditions X for information on registration.**

DSBSD Certificate Number _____

Certification Date ____/____/____

Expiration Date ____/____/____

Name And Address Of Firm:

Academic Partnerships

600 North Pearl St., Suite 900

Dallas, TX Zip Code 75201

E-mail: info@academicpartnerships.com

Phone: (214) 210-7300

(Toll Free, if available)

RFP#LU214-18-019

Strategic Partnership for Marketing the MBA Program

Date: 7/3/18

By: [Signature]

(Signature in Ink)

Name: Howard Rouse

(Please Print or Type)

Title: Senior Vice President of Financial Operations.

Fax: ()

(Toll Free, if available)

LONGWOOD UNIVERSITY

201 High Street
Farmville, Virginia 23909
tel: 434.395.2093
fax: 434.395.2246
tts: 711

June 15, 2018

ADDENDUM 1 TO ALL OFFERORS:

Reference Request for Proposals (RFP): LU214-18-019
Commodity: Strategic Partnership for Marketing the MBA Program
Dated: May 18, 2018
For Delivery To: Longwood University
Materiel Management
Farmville, Virginia 23909
Optional Pre-Proposal Conference (OPPC): June 14, 2018 at 3:00 p.m. Local Time
Written Pre-Proposal Questions Due: June 20, 2018 at 12:00 Noon Local Time
Proposal Due Date: **July 6, 2018 at 2:00 p.m. Local Time**

This Addendum 1 to the RFP is being issued to extend the due date for receipt of proposals as noted above and to answer questions received to date from prospective offerors.

1. Reference Page 2, Paragraph Sealed Proposals Will Be Received Until: The original due date contained a typo; it read June 28, 2017. As noted above, the due date has been extended to July 6, 2018.
2. Reference Section IV., Paragraph E., Requirement 3., Page 8: The financial section exclusively references revenue splits as a funding model. Would Longwood University be open to considering alternative funding models, such as fee-for-service?

RESPONSE: Yes.

3. Reference Section IV., Page 5: a) What are the target audiences (locations) you want to reach? b) What is your current CMS system? c) Are there currently landing pages for the programs? If so, what is the address?

RESPONSE: a) Professionals, with a baccalaureate degree, within a 200 mile radius of Farmville, VA.
b) TERMINALFOUR
c) Yes. <http://www.longwood.edu/business/mba/>

4. Reference Section III., Page 5: a) Previous spend was \$104,000; how was this spent? b) What is the budget for this RFP? c) Do you accept partial submission?

RESPONSE: a) We retained a marketing firm, went to graduate fairs, etc. The University couldn't trace any enrollments back to those efforts.
b) The University does not disclose projected budget information during the procurement process.
c) The University will not accept a partial submission; the offeror must submit a complete response to the RFP.

Office of the Director of Materiel Management,
Central Stores, and Property Control



5. Reference Section III., Specific Background, Page5: Can you identify what efforts were part of the \$104K spend last year that yielded unacceptable results?

RESPONSE: See response 4.a above.

6. Reference Section III., Specific Background, Page 5: You've stated, "The University believes that the partner will deliver a much higher benefit per dollar spent than we have received through our own efforts to market the MBA program." Can you quantify the return you wish to achieve for each year of the five years of the effort?

RESPONSE: We currently have 27 students in the online MBA. We are looking to approximately double enrollment in each of the 5 years; however, this is not a metric cut in stone.

Year 1 – 50 students
Year 2 – 100 students
Year 3 – 200 students
Year 4 – 400 students
Year 5 – 800 students

7. Reference Section IV., Paragraph A.7. General, Page6: One of the requirements is "Describe how your firm will work with different programs at the University requiring differing levels and types of services." Can you share which programs require services? (The RFP is written specifically for MBA—is this segmented in a way that is not clear in the narrative?).

RESPONSE: There is interest in possibly delivering other programming if this initiative is successful. RN to BSN as an example, or Healthcare Administration. If we had other programs you served, how would that work, same administrative team in your organization; different team, etc.

8. Reference Section IV., Paragraph C.12. Marketing & Recruitment, Page7: "Describe the checks and balances you have in place that safeguard against hard sell or high pressure tactics"—can you more clearly define what is considered hard sell or high pressure?

RESPONSE: The University is looking to prospective offerors for their definitions of hard sell and high pressure tactics and how they will be avoided.

9. Reference Section IV., Paragraph F.8. Technology, Page9: What is meant by "Provide a full list of application connectors"?

RESPONSE: Relates to Paragraph IV.F.7. Consider it synonymous to a custom API. How many connections to your systems will be required?

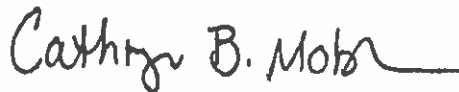
10. Reference Section IV., Paragraphs F.11 and F.12., Page9: Could you clarify what type of 'prototype' is referenced here, is there a web dev aspect to this RFP, if so, is it a full development or an existing site update?

RESPONSE: A version of your system for marketing, tracking and onboarding people as they move through the process from prospect to applicant to enrolled student. Can you provide a demonstration of your processes and systems that is accurately representative of what you do and how you do it?

All other general terms, conditions, and specifications shall remain the same.

Note: A signed acknowledgment of this addendum must be submitted with your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,



Cathryn B. Mobley, CPA, CUPO, VCCO, VCO
Associate Vice President for Administration and Finance

Academic Partnerships

Name of Firm



Signature/Title

7/3/18

Date

LONGWOOD UNIVERSITY

201 High Street
Farmville, Virginia 23909
tel: 434.395.2093
fax: 434.395.2246
toll: 800.711.1111

June 21, 2018

ADDENDUM 2 TO ALL OFFERORS:

Reference Request for Proposals (RFP): LU214-18-019
Commodity: Strategic Partnership for Marketing the MBA Program
Dated: May 18, 2018
For Delivery To: Longwood University
Materiel Management
Farmville, Virginia 23909
Optional Pre-Proposal Conference (OPPC): June 14, 2018 at 3:00 p.m. Local Time
Written Pre-Proposal Questions Due: June 20, 2018 at 12:00 Noon Local Time
Proposal Due Date: **July 6, 2018 at 2:00 p.m. Local Time**

This Addendum 2 to the RFP is being issued to answer questions received from prospective offerors.

1. What other systems is the Longwood CRM currently integrated with?

RESPONSE: Axiom as a bridge to Banner.

2. What is the MBA applicant number goal for the next year?

RESPONSE: Projected applicant goals were provided in Addendum 1.

3. What do the current enrollment, admissions, and retention online/on campus campaigns look like?

RESPONSE: Currently, there is little structure to the process for the MBA program. Admission decisions are made by a faculty committee on an ad hoc basis. We are doing little to no marketing at this time.

4. There is a small typo on page 2 of the document which suggests that the sealed proposals will be received until June 28, 2017 at 2:00 pm (instead of 2018).

RESPONSE: The typo was acknowledged and corrected in Addendum 1.

5. Reference Section III, Page 5, Paragraph 2, Lines 3-4: Are you able to provide further details on the internal feasibility research that occurred prior to generating this RFP.

RESPONSE: In the context of that section, we assume you are questioning analysis that determined that the MBA program has "not yielded an acceptable return". The task force performed a break-even analysis and found that we break even at 23 students.

6. Reference Section IV, Page 7, Article C, Item 4: Does your institution currently use a Customer Relationship Management (CRM) software? If so, what is it?

RESPONSE: TargetX.

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Central Stores, and Property Control



7. Reference Section IV, Page 5, Paragraph 1: Has a budget been established for the scope of work outlined in the RFP?

RESPONSE: This question was answered in Addendum 1.

8. The RFP outlines an initial contract term of 1 year (9/1/18 – 8/31/19) with 4, 1 year optional extensions. Will the University consider proposals that are a minimum of 5 years in length?

RESPONSE: The contract/renewal terms included in the RFP is the University's desired contract structure; however, we would consider alternate terms proposed and negotiate them to our mutual satisfaction.

9. Are there limitations or guidelines in contract terms set by the Commonwealth of Virginia, the University, or any other entities that should be considered when proposing contract terms/duration? If so, what?

RESPONSE: No, but the contract term included in this RFP is the University's typical contract term and we normally do not have contracts that exceed ten (10) years, including all optional renewal terms. As stated in the response to question 8 above, we have stated our desired term for this contract and every agency of the Commonwealth of Virginia has the authority to do that, based on their needs.

All other general terms, conditions, and specifications shall remain the same.

Note: A signed acknowledgment of this addendum must be submitted with your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,



Cathryn B. Mobley, CPA, CUPO, VCCO, VCO
Associate Vice President for Administration and Finance

Academic Partnerships

Name of Firm



Signature/Title

7/3/18

Date



July 6, 2018

Academic Partnerships (AP) is pleased to submit a proposal for Longwood University's (Longwood) Online Strategic Partnerships for Marketing the MBA program #LU214-18-019. As outlined in our response, AP will meet the specifications set forth in all points of the RFP.

Academic Partnerships' mission is to help public universities increase access to their high-quality, post secondary education. Since 2007, we have assisted our partners in the development of robust and engaging online programs that have served nearly 200,000 students. With our team of effective leaders and seasoned experts, we are well positioned to meet and exceed your expectations. AP's services are designed to assist Longwood throughout the entire enablement process from initial program design and development, to recruitment and enrollment of qualified students, and ultimately, to student graduation. We have a track record of successfully positioning our partners' online programs in an environment of increasing competition, enabling their significant enrollment and revenue growth.

AP's sole focus will be the provision of a suite of services in support of Longwood's online delivery of instruction. We have no competing business lines or business interests that would detract us from helping you expand your online presence. Additionally, our revenue model is structured in such a way that our interests are fully aligned; we receive no upfront fees for our services and are only compensated based on a success fee as students enroll and progress from course-to-course to graduation.

The combination of our proven track record in taking universities to scale, the effectiveness of our best practices and our customized approach to the delivery and servicing of your programs and stakeholders that best fit Longwood's mission and philosophy, set us apart from other competitors. As outlined in our response, your programs will be supported by a dedicated team of professionals who will serve your faculty, administration and most importantly, your students in a first class way.

We look forward to answering any questions you may have, and sharing more details of our past successes and vision for partnership with Longwood University.

Sincerely,

A handwritten signature in black ink that reads 'Randy Beatt'.

Chairman

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A. GENERAL:

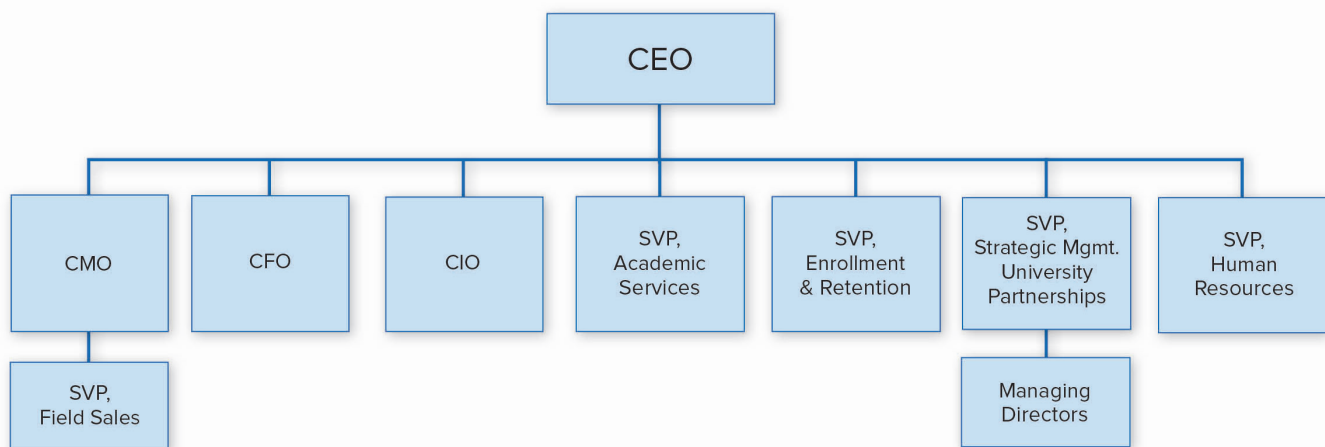
1. Provide information about your firm to include:

a. A brief description of your firm, including history, organizational structure, names of principals, location of headquarters and other offices, number and location of employees, and types of services offered.

A.1.a. Academic Partnerships (AP) serves universities—primarily public institutions—in successfully growing their enrollment and revenue through online delivery of instruction that leads to student success. Since inception in 2007, AP has been supporting faculty members and university instructional design teams in the design and development of rigorous online courses and programs, recruiting highly qualified students into those online programs and helping successfully retain students through graduation.

To date, AP has assisted more than 4,000 faculty members in the conversion of more than 4,200 courses into an online format across 455 degrees at the undergraduate, graduate and certificate level across a broad range of program categories, including business, nursing, education, engineering and criminal justice, and recruited nearly 200,000 students into these programs.

The graphic below illustrates the high-level overview of AP's organizational structure:



AP is headquartered in at 600 N. Pearl Street, Dallas, Texas, USA and has offices or representatives around the world. AP's global team is comprised of more than 500 experienced associates who are passionate about expanding access to higher education. The sole goal of the AP team will be to provide Longwood first class service during the development, implementation and management of its online degree programs to meet or exceed its performance expectations.

AP's university-centric partnership model, which is based on a set of industry-proven best practices and a close collaboration with appropriate institutional stakeholders, helps universities launch and manage, or accelerate the growth of their existing online initiative through a comprehensive service solution. To enable its online initiative, AP will provide Longwood University (Longwood) a host of comprehensive services customized to meet its unique needs and goals.

A.1.a. These services include:

- Competitive market and program analysis to effectively position Longwood's Online MBA in the marketplace,
- Marketing and recruiting, including employer-based outreach,
- Student enrollment, retention and ongoing student support,
- Operational support to assist Longwood with the adaptation of its existing systems, processes and technology for enrollment growth to assure the most positive student experience,
- Academic support including program planning, instructional design, assistance in course conversion, quality reviews and faculty professional development, if desired.

Additional value-added services that will be available to Longwood, should it choose to utilize them, include:

- ZOOM, cloud-based meeting and video conferencing system for synchronous faculty and student interactions,
- Faculty research grant programs,
- Canvas learning management system (LMS) and related technical assistance, if desired.

Since inception, AP has had one mission: expand access to public universities through online learning. Unlike some of its main competitors, AP is exclusively focused on ensuring successful enrollment and revenue growth for its partners' online programs, and has no competing business lines or business interests that may detract from assisting Longwood in the expansion of its online presence.

b. If subcontractors are proposed, provide similar information for each proposed subcontractor.

A.1.b. AP anticipates that its core services spanning Academic Services, Operations, IT, Marketing and Enrollment and Retention Services will be all provided by its in-house team. In future instances where Longwood requires services that fall out of AP's scope, AP will make its best commercial effort to subcontract with mutually agreeable firms (including small, woman- and minority-owned businesses) that provide the level of service expected by Longwood.

c. Include any information that may be of value to Longwood in evaluating your firm's qualifications.

AP Differentiators

A.1.c. To the best of its knowledge, AP has several unique strengths that differentiate it from its competitors:

- **Private status.** Unlike its main competitors, which must demonstrate consistent growth of their bottom line expected of publicly held companies, AP is privately held, which allows it to fully control its direction, strategy and financial investments that often pressure its financial margins to achieve scale for its partner institutions.

- A.1.c. ■ Mission-focused on serving public institutions.** Since inception and unique in the industry, AP has been committed to helping public institutions expand access to top-quality higher education through technology-aided learning. AP has proudly represented mission-aligned public institutions across undergraduate, graduate degree and certificate programs spanning virtually all disciplines. Through its work, AP has developed an unrivaled expertise in the complexities of serving a broad range of public institutions' diverse leadership, faculty and students in a highly competitive higher education environment.
- **Commitment to affordability.** Since inception, AP's stated mission has been focused on expanding access to affordable and accessible higher education, as the industry's low cost service provider. No competitor can claim as profound an alignment with the mission of public institutions. In fact, singular in the industry, AP's operating model is predicated on low cost with highest quality of service, which allows it to on-board institutions with affordable tuition, often below the break-even point of AP's competitors.
- **Sole focus on success of online programs.** Since inception, AP has had one sole mission: expand access to public universities through technology-aided learning. AP is solely focused on ensuring successful enrollment and revenue growth for its partners' online programs.
- **Unrivalled, proprietary marketing and recruitment methodology.** No online provider can match AP's unique, subject-specific field sales outreach. The marketing depth AP achieves through its 3,000 strong employer-based network and digital expertise powered by a proprietary marketing system called AP Edge™ is unrivalled in the industry. No competing organization has mastered AP's strategy of direct student recruitment from hospitals, hospital systems, school districts, community colleges, government and corporations and no one does it at AP's scale of more than 120 field representatives.
- **Unmatched track record of scaling enrollment and revenue for partners.** No online provider in the industry can rival AP's track record of scaling enrollment and revenue for its partner universities who have adopted a competitive online model. Through AP's proprietary approach to building enrollments at scale, AP has been able to grow multiple programs from low double-digits to 1,000+ students and turn local brands into recognized national brands. As an example, one AP partner institution is now home to the nation's largest public university's nursing program, while another to the largest online education program.
- **Strategic partnerships.** AP has been the industry's leader in forming strategic partnerships with organizations that provide additional value to its partner universities at low or no charge. Among others, AP partners include: Instructional Connections, an organization providing online teaching assistants; ZOOM, a free cloud-based meeting and video conferencing service; and Canvas, a free-of charge cloud-based, best-in-class LMS.
- **International presence.** AP has a deep understanding of international markets and large presence around the world, including across Latin America, Europe and Africa. In most of these geographies, AP provides its comprehensive online services to local institutions. With its footprint in thriving markets around the world, AP is able to leverage its existing international partnerships to help its domestic partners reach global audiences through AP-facilitated co-branding and cooperative marketing activities with local institutions.

Strategic Partnerships

AP continually seeks to expand its value proposition and actively pursues strategic partnerships with organizations that provide unique products and services that can benefit AP partner universities, their faculty and students.

A.1.c. These are described on the below:

Online Teaching Assistants: Instructional Connections

AP has a strategic partnership with Instructional Connections, Inc., (IC) a 3rd party service company, which provides Online Teaching Assistants to support faculty in rapidly scaling online programs. These individuals support faculty and effectively respond to increased online course enrollments by managing discussion threads and monitoring the overall student performance. The selection of all Online Teaching Assistants and their management is performed by the faculty of record and meets their credentialing and profile requirements.

The majority of graduating students report that the support they received from IC was critical to their success. Carefully evaluated and vetted by regional accreditors, Online Teaching Assistants provide maximum flexibility to faculty members in rapidly scaling online courses.

The utilization of IC, although highly encouraged by AP, is at the sole discretion of the institution. Should Longwood elect to contract with IC, it will be responsible for payment for IC services.

Zoom

Leveraging the latest technology to maximize the higher education experience, Academic Partnerships has formed a strategic partnership with Zoom, an innovator of cloud meeting and video conferencing. Zoom has robust video capabilities to enhance faculty to student Interaction through a combination of synchronous and asynchronous learning, enabling Longwood to deliver a blended online instructional model. This enriched online learning model improves the quality of faculty interaction with their online students, enhances collaboration and improves peer-to-peer engagement-thus providing a way for professors to deploy a Socratic teaching method in cyberspace.

Canvas LMS

AP has a strategic partnership with Instructure which enables it to offer the LMS to its partners free of charge, should they choose to use it. Instructure’s comprehensive implementation and hosting services include full system monitoring, automated provisioning, “Hands-Free” update/upgrade services, Basic Support Package, online Standard Training Package, beta environment and a test/training instance. The Canvas architecture and Instructure’s hosting and support services make Canvas one of the most reliable, available, extensible and scalable cloud-based LMS in the industry.

2. Provide an overview of your leadership team, including length of experience working with online academic programs for higher education.

A.2. In addition to Kennon Harrison, Vice President, who will work with Longwood through the contract negotiation process, contract signature, and into the implementation process, AP’s Longwood team will include:

Senior Vice President, University Partnerships: Chris Shenk

With 25 years of experience in the education industry, including 15 years specifically in the online learning field, Chris leads AP’s partner-service teams of Managing Directors and Partner Support. In his role, he is responsible for the overall performance and relationships with AP university partners. Chris will work with Brock Hanson, Managing Director, to ensure seamless communication with Longwood and consistent delivery of services.

Managing Director: Brock Hanson

With six years of online education experience, Brock will oversee the launch on new programs and the ongoing management of Longwood’s online programs, and will be responsible for the overall success of the online

- A.2.** initiative. In collaboration with the university's leadership, he will create an Annual Partnership Plan that will reflect Longwood's goals and priorities as well as strategies and tactics for yearly enrollment and will quickly mitigate any operational risk, escalate and resolve any project challenges, and maintain clear cross-functional communication between Longwood and AP.

Senior Vice President of Academic Services: Jennifer Scott

A veteran of online learning and an early mover into the online service provider industry, Jennifer is AP's expert on online pedagogy and online program delivery. She leads AP's Academic Services and Products team of online teaching and learning experts, who will assist Longwood with online program strategy and planning, instructional design, course conversion and course updates, utilization of learning technologies and faculty professional development. Jennifer has more than 15 years of experience in higher education with particular expertise in the design, delivery and implementation of online degree programs across broad subject areas. Prior to joining AP, Jennifer served as one of the first executive team members of Colloquy, where she led Academic and Institutional Services teams responsible for delivering program development and student retention services to public and private universities.

Chief Marketing Officer: Aaron Shockey

Aaron is responsible for all aspects of the company's marketing and field sales function including strategy and its execution across online and offline channels, creative services and brand marketing. He oversees AP's marketing vertical subject matter experts and 120-strong field sales organization. With two years of online higher education experience, Aaron's extensive background in digital marketing is critical to AP's data-driven approach to student acquisition. Prior to joining AP, Aaron served as Senior Vice President of Marketing for Saks Off 5th and Gilt.com, both part of the Hudson's Bay Company. His past experience also includes leadership roles at Neiman Marcus and Neiman Marcus Direct; imc2, an interactive agency; Mary Kay, Inc. and EDS.

Senior Vice President, Field Sales: Steven Bailey

With nearly 25 years of experience in the education space, Steven leads AP's field sales organization comprised of more than 120 brand-dedicated, vertically-aligned representatives who form relationships on behalf of AP partners with corporations, hospitals, healthcare systems, school districts, municipal governments, community colleges, military, etc. The field sales team promotes partner programs on a full time basis through face-to-face information sessions, webinars, job fairs, conferences and intranet portals. Prior to joining AP, Steven led outreach to the education sector for Texas Instruments.

Senior Vice President, Enrollment & Retention Services: Earl Frischkorn

Earl will lead a group of enrollment and retention representatives dedicated to Longwood's brand. To prospective and enrolled students, his team will be a natural extension of each and will represent it with fidelity and integrity, ensuring the highest level of customer service that results in successful enrollment and high retention rates. Earl spent the past 13 years in online higher learning, holding roles in general management and leadership of sales, sales operations, customer retention and satisfaction at a variety of firms in the distance education space.

Vice President, Vertical Lead – Business: Sharold Prather

Sharold is the subject matter expert (SME) for all AP business programs, including MBA and bachelor completion. She will be responsible for developing Longwood's go-to-market strategy for these programs, their Marketing and Enrollment Plan as well as their overall performance. She will collaborate with the vertically-aligned cross-functional team members including integrated marketing, field sales, enrollment and retention services to ensure the attainment of enrollment goals for this program portfolio. With nearly six years of online higher education marketing experience, she specializes in developing and executing industry leading go-to-market strategies, brand management, multi-channel marketing campaigns and differentiated contact strategies.

A.2. President, University Partnerships: David Daniels

David Daniels is an experienced senior executive with a demonstrated history of success in the online program management (OPM) sector. David oversees all of AP’s business development and strategic account management efforts. His remit is focused on selecting strategic institutional partners and maintaining/ growing vital relationships with incumbent AP partners. His team interacts with all AP internal teams including marketing, recruitment, retention, academic services and partner support. Dave brings decades of OPM leadership experience and will serve as an expert point of escalation, delivering on company commitments and to ensure partner satisfaction

3. Describe your firm’s experience as an enabler of online academic programs for higher education, specifically:

a. Number of years as a service provider in this sector;

A.3.a. AP has been a service provider in the online program management sector for eleven (11) years.

b. Number and names of current partner institutions; and

A.3.b. *All underlined text is proprietary information and is protected by section 2.2-4342f of the Code of Virginia.*

[Redacted text block]

c. Breadth of programs supported.

A.3.c. To date, AP has supported more than 4,000 faculty members in the conversion of more than 4,200 courses into an online format across 455 degrees at the undergraduate, graduate and certificate level across a broad range of program categories, including business, nursing, education, engineering, criminal justice and a variety of bachelor completion degrees, and recruited nearly 200,000 students into these programs.

4. Describe your firm’s experience with online academic programs similar to those for which the CBE seeks a partner. In addition discuss any successes and challenges your firm has encountered with each of these programs.

A.4. AP Experience and Success

AP has achieved significant results for the universities it supports, and has demonstrated the ability to support programs similar to those for which the CBE seeks a partner. AP’s proven track record of positioning more than 50 public university partners as formidable online competitors and significantly growing their market share, is one of the company’s core strengths and differentiators. This distinctive approach has led to successful performance on behalf of its partners’ online programs, and consistently demonstrated AP’s ability to:

- Grow enrollment and revenue across multiple online programs through a robust, omni-channel marketing strategy,
- Raise the profile of local brands to recognized regional and national brands,
- Effectively and seamlessly manage and monitor the full student lifecycle, from initial inquiry through recruitment, enrollment and retention,
- Successfully serve online students at scale.

A.4. Further, AP is also a clear leader in the online service provider industry in multiple categories, including:

- The nation’s largest public university online nursing program,
- The largest public university online education program,
- Number of online, AACSB-accredited MBA programs represented at public universities,
- The number of online university partnerships in the US and internationally,
- The number of employer-based partnerships,
- The number of total faculty assisted and courses converted into online format.
- Online nursing enrollments (RN-BSN, MSN, DNP) at public universities,
- Online Masters of Education (M.Ed.) enrollments at public universities.

AP Performance

Specific examples of AP’s success on behalf of its partnering institutions’ online MBA programs, as well as a broad portfolio of other programs, include:

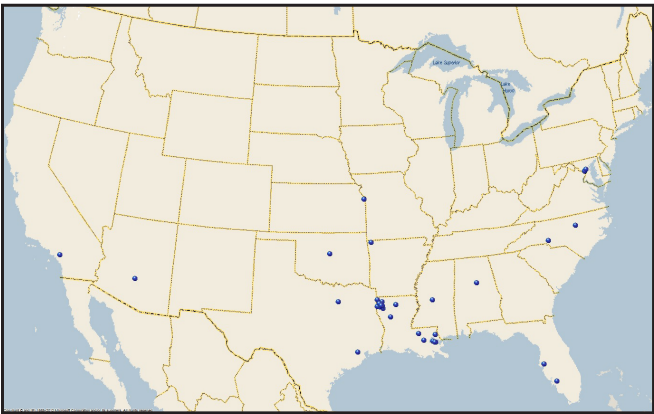
- AP-supported MBA programs grew collectively 67% in 2017 in a generally declining national MBA marketplace,
- Enrollment in one partner’s AACSB-accredited MBA in Healthcare Management program grew from 24 on-campus students to nearly 500 online in a few years,
- Enrollment in one partner’s online program grew from 56 on-campus students to more than 2,000 online in 5 years,
- Expanding another partner’s MBA from 140 to 500 students in 18 months,
- Growing one partner from 150 to 700 MBA students in 24 months, and
- Scaling an MBA program from 20 to 330 students in 36 months,
- AP recruitment helped establish #1, #2 and #3 graduate schools of education in terms of conferrals among public universities,
- Enrollment in one partner’s education program grew from 127 to 3,500 students,
- AP recruitment grew one partner’s Master of Public Administration by 336% between 2012 and 2016.

The visuals below illustrate just a few examples of AP’s performance on behalf of its partners.

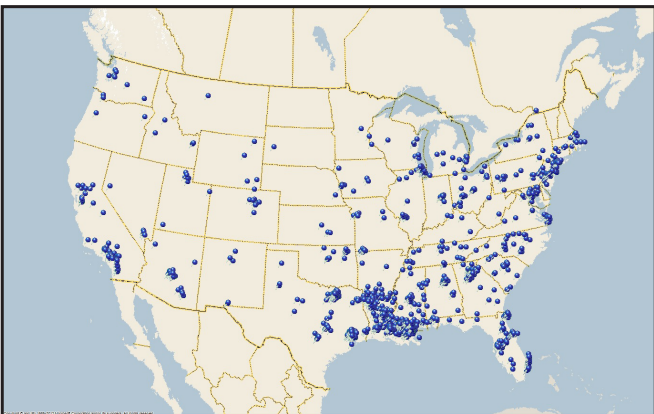
Case Study #1: Business

The case study on the next page illustrates rapid growth of the AP-supported business programs at one partner institution in Louisiana as it scaled regionally and nationally.

2013



2016



- A.4.
- The university's AACSB-accredited, on-campus MBA program fell to 40 enrollments in 2013, even as the state's need for higher education—ranked as the fifth lowest attainment rate in the US—remained acute,
 - The online MBA program grew 1,400 percent in its first year,
 - By its fall 2015 start, the partner enrolled over 100 MBA students every start date, exceeding the university's expectations for program growth.

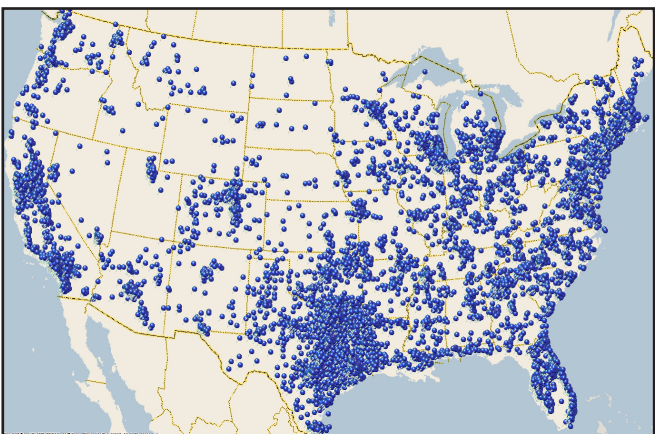
Case Study #2: Nursing

The case study below illustrates rapid growth of the AP-supported RN-BSN program at one partner institution in Texas as it scaled regionally and nationally.

2008



2016



- Partnership launched in 2008 with 137 students, reaching 6,000 in 2015 in one RN-BSN program, the largest public university RN-BSN in the country,
- This partner currently enrolls 65 percent of all RN-BSN students enrolled at Texas institutions and more online California RN-BSN students than any public university in California,
- In recognition of this public-private partnership with AP and the outstanding results, the Texas Higher Education Coordinating Board awarded this RN to BSN program the Texas Higher Education Star Award for its “exceptional contributions toward ... student participation, student success, academic excellence, and research.”

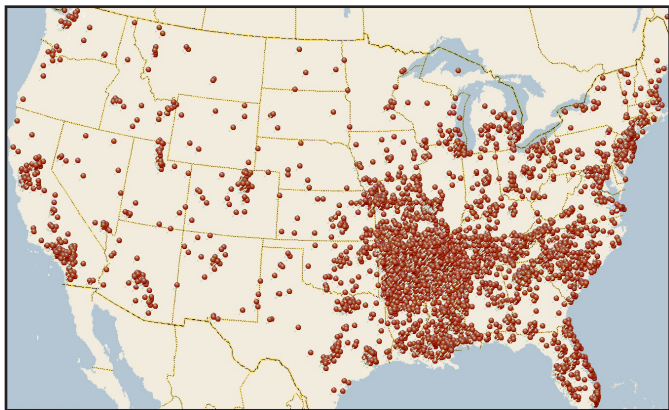
Case Study #3: Education

The case study on the next page illustrates rapid growth of the AP-supported education programs at one partner institution in Arkansas as it scaled regionally and nationally.

2008

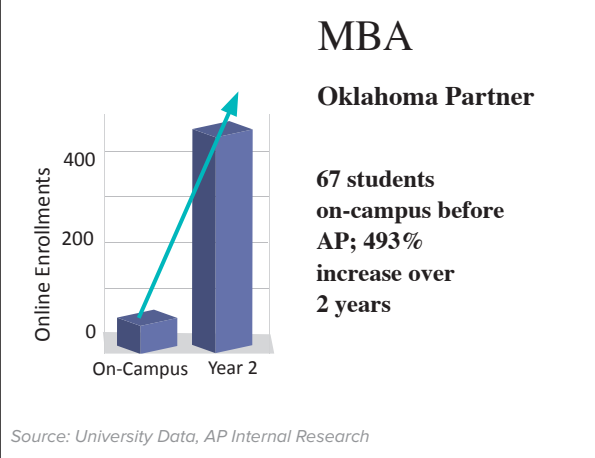
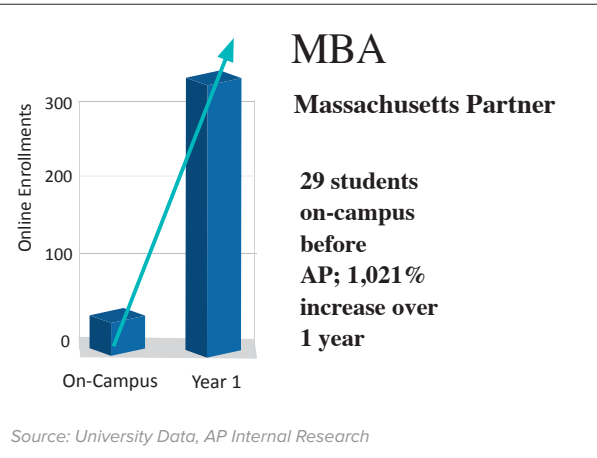
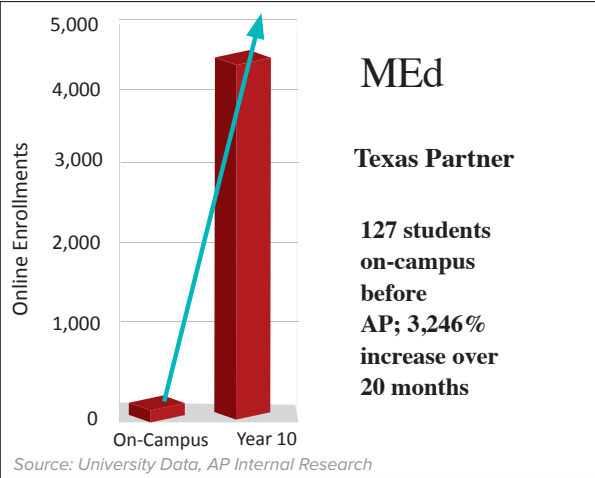
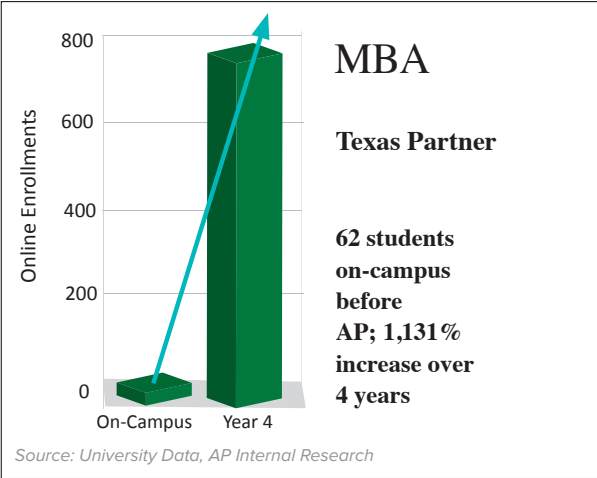
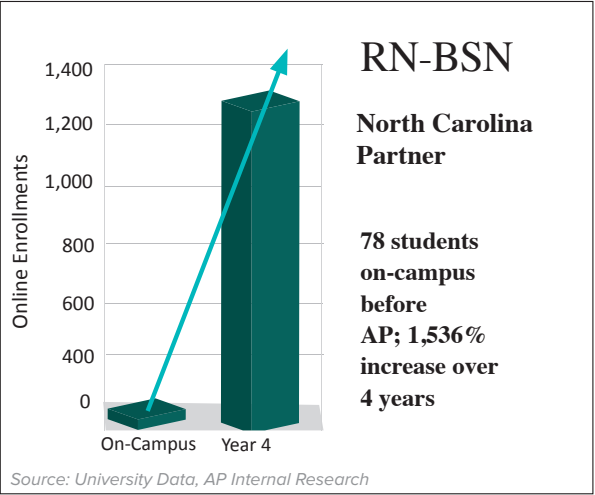
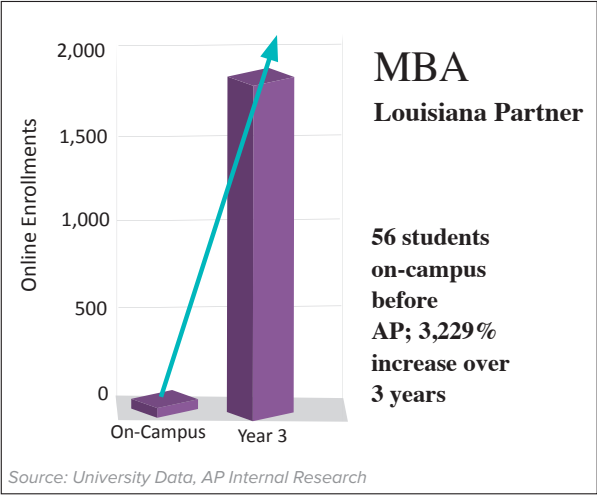


2016



- Implementation of the accelerated AP model allowed the program to scale from 13 students to nearly 3,000,
- The university became the largest online provider of education programs in Arkansas with a top-3 US public graduate education program based on enrollments.

A.4.

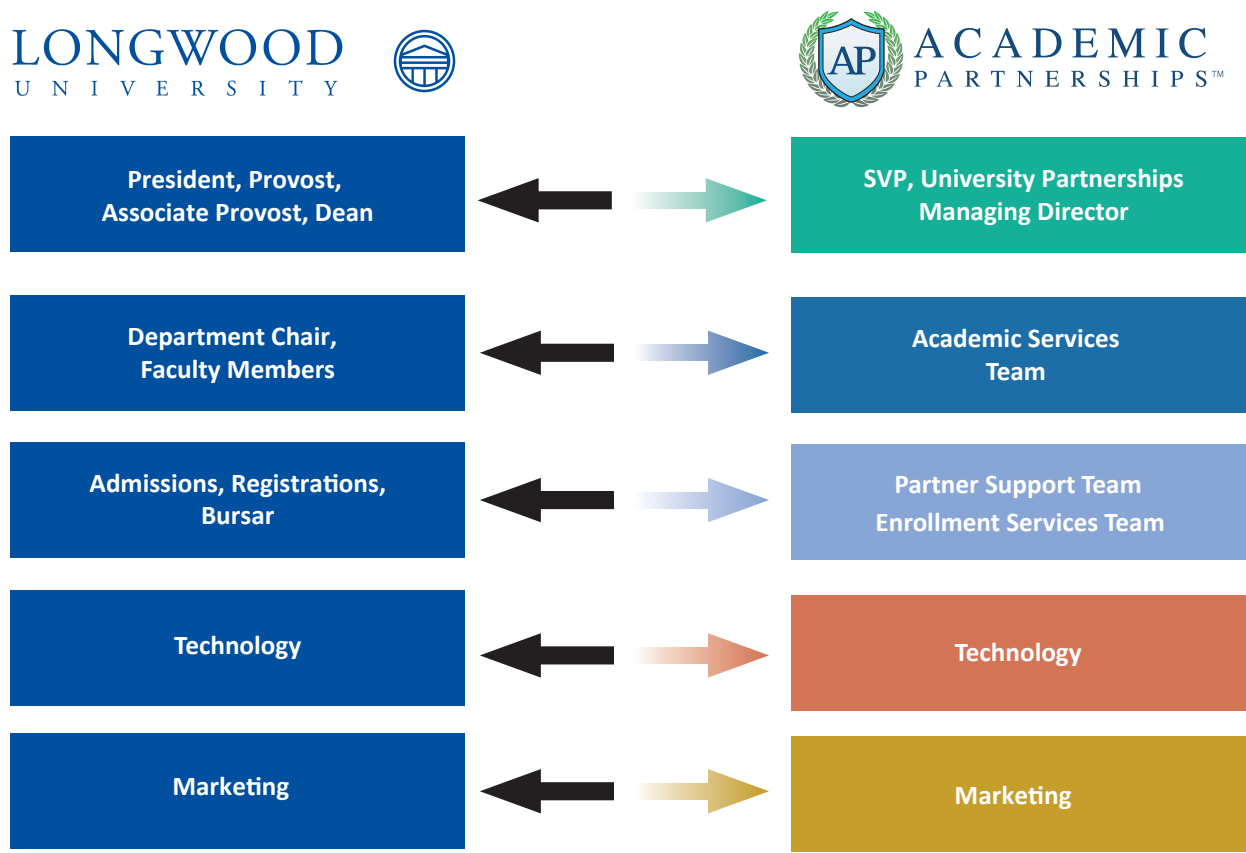


5. Describe your firm’s ability to provide the staff, resources, technology and management necessary to perform the scope of services.

A.5.

Having enabled more than 55 relationships and 455 programs online, AP understands what it takes to prepare its partners for a successful enrollment growth, ensuring the most optimal experience for their online students. To ensure that Longwood receives first-rate service catered to its specific needs, AP will assign a university-centric team of professionals responsible for servicing the relationship across multiple functional areas for the duration of the partnership. This group will include representatives from AP’s Partner Support, Academic Services, Technology, Marketing, Recruitment and Enrollment Services and Retention and will be led by a Managing Director, all of whom have deep experience with projects similar to Longwood’s online initiative. The sole purpose of this team will be to successfully launch the Longwood partnership and maximize its potential post-launch.

A.5. The chart below illustrates typical lines of communication between AP and its partners in support of a transparent relationship and effective decision-making:



The following is a detailed description of AP’s functional capabilities that will be provided to implement and support Longwood’s online programs:

- Managing Director (MD)** – AP will provide Longwood an executive-level and principal point of contact who will oversee the success of the Longwood partnership. In collaboration with the appropriate Longwood stakeholders, the MD will create an Annual Partnership Plan that will include relationship goals and priorities, strategies and tactics for enrollment growth and opportunities for online program expansion. The MD will be responsible for mitigating the partnership’s operational and service risks, resolving project challenges, maintaining frequent communication with Longwood and ensuring delivery on all success metrics.
- Academic Services (AS)** – As part of its commitment to the development of the highest quality and rigorous online programs and courses, AP will assign Longwood an academic resource(s) to assist its academic staff in creating or modifying course content for an accelerated online delivery format, if necessary. This readily available resource will be supervised by a senior AS executive and receive support from the broader AS team.
- Partner Support (PS)** – AP’s PS team of integration, change and project management experts will work with Longwood’s admissions, registration, IT and other administrative offices. They will focus on LTI-based integration of relevant Longwood systems, processes and technologies with those at AP to prepare the University for online enrollment growth. Their focus will be on assuring a high-quality online student experience that leads to strong persistence and graduation rates, and improved student response time.

A.5. Marketing Team – AP’s SMEs will collaborate with Longwood on the development and execution of the Marketing and Enrollment Plan for each program category, including online and offline media strategy, promotions, branding and messaging. The team will actively manage Longwood’s performance for every start date and will formally re-evaluate and regularly optimize the Plan for effectiveness for the duration of the partnership.

Enrollment Team – AP’s Longwood-assigned Enrollment Specialists will employ a robust and clearly defined outbound contact strategy in an effort to connect with and inform prospective students about their online program options. They will communicate with inquiring students via phone, text and email based on the declared preferences of each student. All communication will follow course-specific guidelines and narratives, which will be regularly monitored by a Quality Assurance team.

Retention Team – AP will provide Longwood a group of Student Success Coordinators (Coordinators) who will perform retention services by overseeing the performance and wellbeing of students enrolled in each Longwood course, assuring they remain engaged and active for the duration of their degree. By acting on the intelligence delivered by automated software, which tracks student progress and triggers necessary engagement communications, AP’s team of Longwood-assigned Coordinators will constantly communicate with students via email, text and phone to keep them motivated, engaged and progressing toward graduation.

6. Provide a minimum of three (3) references from other universities similar in scope to the CBE that your firm has successfully served in the past.

A.6. FLORIDA INTERNATIONAL UNIVERSITY Mark B. Rosenberg, Ph.D. President (305) 348-2111 mark.rosenberg@fiu.edu	TEXAS A&M UNIVERSITY - CORPUS CHRISTI John Gamble, Ph.D. Dean, College of Business (361) 825-6045 john.gamble@tamucc.edu	SOUTHEASTERN OKLAHOMA STATE UNIVERSITY Tim Boatmun, Ph.D. Dean of Graduate School, e-Programming and Academic Support (580) 745-2373 tboatmun@se.edu
LOUISIANA STATE UNIVERSITY SHREVEPORT Larry Clark, J.D. Chancellor (318) 797-5234 larry.clark@lsus.edu	UNIVERSITY OF SOUTHERN INDIANA Mohammed Khayum, Ph.D. Dean, Romain College of Business (812) 465-1681 mkhayum@usi.edu	

7. Describe how your firm will work with different programs at the University requiring differing levels and types of services.

A.7. AP’s holistic, fully integrated service solution is designed to provide multi-faceted, complete support for partner universities’ online degree offerings from program design, to marketing and recruitment, to data integration and technology, to student enrollment, persistence and graduation. AP’s team will work closely with the CBE and any future Longwood teams to support each department’s individual requirements, and will tailor interactions to the needs of each unique project. Should more rigorous program support be required in a specific area, AP’s vertically aligned structure ensures that there is always a subject matter expert available to provide specialized support to partners and their staff. AP’s business model, developed based on support of more than 50 public partner universities, aligns the goals and objectives of the university and AP as it focuses on and rewards student success.

A.7. For example, AP’s Academic Services team (described in detail below) will often tailor their interactions to the needs of each individual faculty member or program, depending on the existing course material and readiness for scale.

Instructional Design Services

If desired, AP’s AS team will collaborate with Longwood faculty members and/or its instructional design team on the design and development of competitive and rigorous online programs that result in high student retention rates. In collaboration with Longwood, AP will develop a number of customized activities that support the course conversion process into an online format, including course development and quality review timelines, course enhancement timelines, division of roles and responsibilities and support levels, protocols for project management and escalations, as well as a schedule for faculty workshops or working sessions with instructional designers. AP will work closely with Longwood to ensure that the proposed timelines, business plan and engagement structure provide for enhanced transparency and effective joint decision-making, and are agreeable to Longwood.

The AS team is comprised of a group of Quality Matters-certified individuals with extensive experience in online teaching, instructional design, and curriculum design and development. Each team member will bring expert knowledge of e-learning technologies and pedagogy and will stay committed to ensuring that all online Longwood offerings meet the highest quality standards.

Through its faculty workshops and one-on-one sessions, AS will assist Longwood faculty and/or its instructional design team with:

- Utilization of an ADDIE-based framework, which employs backward design, a practice of mapping curriculum units, performance assessments and instruction to desired learning outcomes. This approach to design and development of an online program will ensure that necessary content is taught, revisited, reviewed and mastered,
- Development of quality criteria that build on a common, base but may be unique to each degree,
- Conversion of relevant campus-based courses into an online format,
- Holistic re-evaluation of current online courses and suggestions for optimization based on an impartial instructional design analysis, student feedback or outcomes, faculty experience teaching online and/or the latest developments in online pedagogy, and
- Guidance regarding selection of OER or multimedia resources and/or producing multimedia content, and
- Direction regarding best practices for systematic course updates, as well as issues affecting course success such as copyright and accessibility (WCAG 2.0).

Rights to all intellectual property shared by Longwood during the course of interaction with AP’s AS team will always reside with the university and its faculty.

AP’s AS team will also provide Longwood faculty or its instructional design team the following specific consulting services for its online programs, if desired:

Program-Level Planning

AP’s AS team will assist Longwood with online program-level planning, ahead of coursework development. Topics addressed during those sessions will include program structure, course sequencing, entrance/ exit competencies, accelerated course design, program schedule and duration, student profile and online experience and accommodation of practicums. The program planning session will provide a foundation and a springboard for the work faculty will do on their individual courses.

A.7. Course Map and Course Reviews

Prior to new course development, AP’s AS team will assist Longwood’s faculty members or its instructional design team in a course mapping exercise. Course mapping or course blueprinting will set the framework for the overall course development process by aligning and organizing content against learning objectives, student outcomes and related assessments. Once course mapping is completed, AS will continue to partner with faculty members through the course development process, providing guidance and support to help them create and compile student-facing content and materials that meet the objectives of the course map. Once the course has been fully uploaded to Longwood’s instance of Blackboard, a dedicated AS team member will conduct a “final” course review with the authoring faculty member or instructional design team member using the Quality Matters Rubric or mutually agreed-to quality criteria. The AS review team will provide faculty detailed suggestions to improve the quality of the student experience, as needed.

Faculty Support

As part of bringing best practices to bear and aligning with market demands and a student-centric model, during Longwood’s online course review and development process, AP’s AS team will:

- Help Longwood faculty or instructional design team understand adjustments needed for a multi-start, fully-online, accelerated degree program versus a traditional-start, campus-based or campus- mirrored online instruction model,
- Support them with existing and new technologies,
- Guide Longwood faculty or instructional design team in adjusting content to be effective at scale,
- Provide customized support to Longwood’s faculty or instructional design team(s) based on their needs and strengths,
- Provide flexibility in the format and timing of this support to Longwood faculty or instructional design team,
- Provide a customized knowledge/skills/processes plan for Longwood faculty or instructional design team, based on their goals and AS analysis,
- Provide Longwood faculty or instructional design team individual learning opportunities focused on the course map, development of course components and multimedia, and the final quality review of each course,
- Support staff in using course data analytics to address student needs, provide formative feedback to teaching faculty, and improve instruction over time,
- Guide Longwood faculty or instructional design team in utilization of online instructional assistants, if desired.

Faculty Workshops

As part of its comprehensive service offering, AP will also conduct Faculty Workshops to train and update faculty or instructional design teams on best practices in online teaching and learning. During these customized face- to-face on-campus session(s), AP’s AS team will review topics such as: course mapping, preservation of quality and rigor, student engagement, discussion boards, incorporation of educational technology, course content capture infrastructure, application-based assignments, assessment and academic integrity, adaptive learning, applications and collaborations that take students beyond the classroom into real world, use of labs and simulations, discipline-specific resources or pedagogies, guidance around multimedia creation or selection, copyright legislation, course management and grading, online collaborations and the use of Online Teaching Assistants. The team will also share with the participants the latest developments in online pedagogy, demonstrate new tools and resources to support the most optimal content delivery and answer any questions.

- A.7.** The topics for Faculty Workshops will be selected in conjunction with online leaders, program directors or faculty at Longwood to ensure the material addresses particular program goals and faculty priorities. Workshops, which can be provided on an ad hoc basis, will frequently complement (and can be offered in conjunction with) online professional development opportunities for faculty.

8. Describe the process of program launch, including project management, establishment of benchmarks, and time frame.

- A.8.** Once selected as Longwood's preferred partner, AP will engage its PS team with the university's admissions, registration, IT and other administrative offices to understand existing workflows, processes, procedures, systems and technologies. On the basis of its findings, the team will recommend to Longwood certain adjustments to the online student journey, taking into account its flexible format with multiple start dates, and adjusting it to meet the needs and expectations of prospective and online students who are primarily working adults, often with family obligations. The goal of any of the modifications will be to establish a simple and seamless application and enrollment process, and ultimately a supportive environment for all online learners that leads to high persistence and graduation rates.

During its on-site discovery session with Longwood, PS will review the following processes underlying the student journey:

- | | |
|-----------------------------|--|
| ■ Application processing, | ■ Management of student registration (registration and records), |
| ■ Acceptance processing, | ■ Management of tuition, fees and other charges. |
| ■ Orientation and advising, | |

On the basis of its findings, together, AP and Longwood will:

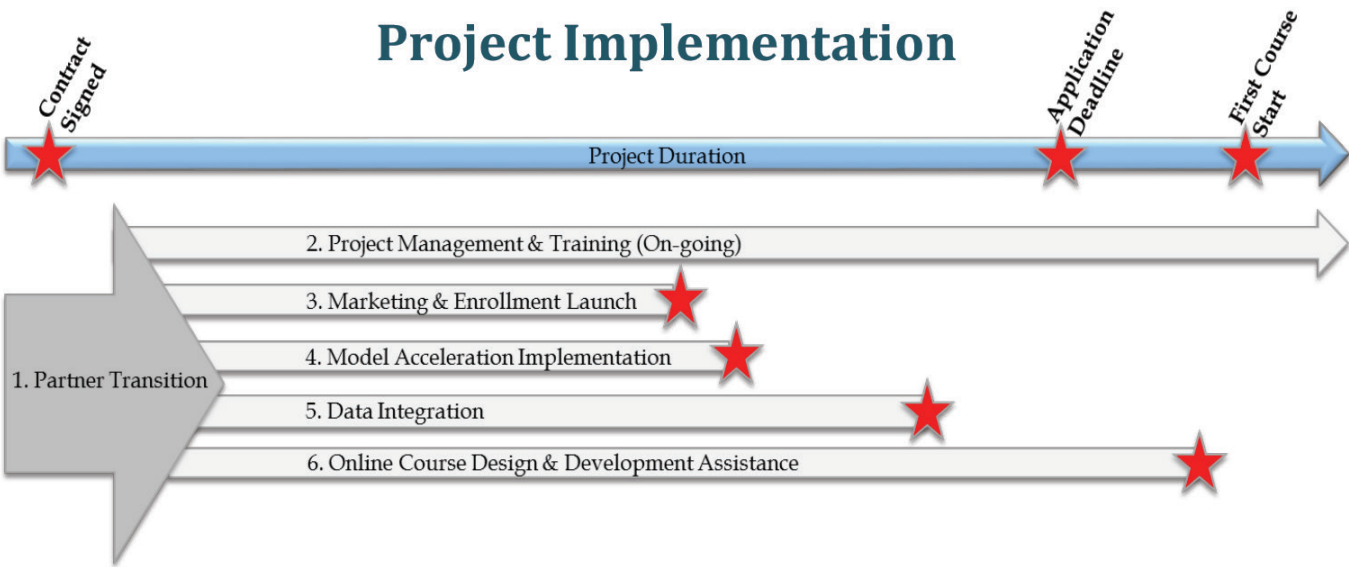
- Define and map out joint processes to support prospective and enrolled online students,
- Delineate AP-specific and Longwood-specific roles and responsibilities in support of prospective and enrolled students,
- Identify inefficiencies and redundancies in the student journey, and eliminate them,
- Agree on the most optimal "future state" for the online student journey and a timeline for its implementation,
- Agree on and document project scope and an implementation plan with timelines and deliverables.

In addition to managing the operational discovery with Longwood, PS will coordinate parallel sessions between the university stakeholders and AP's Academic Services, Marketing and Technology teams. Each session will focus on understanding Longwood's existing resources, capabilities and expectations within each area, and result in the joint development with Longwood of a customized roadmap with function-specific objectives to meet the launch dates.

Master Launch Plan

Upon agreement with Longwood on the specific adjustments to the student journey, which may pertain to admission and registration workflows, enrollment cycle times and communication strategy, the PS team will create a master implementation plan with deliverables, timelines and responsible stakeholders to effect the changes. The Longwood-specific plan will also include, among others, agreed-to milestones from the cross-functional discovery sessions with Longwood's marketing and technology teams, an online program and course development or enhancement timelines, and a transparent mechanism to track progress against the plan. To ensure the launch of Longwood's online initiative meets the agreed-upon timeframe, the PS team and Longwood will jointly establish project governance with clear accountability structures and escalation pathways.

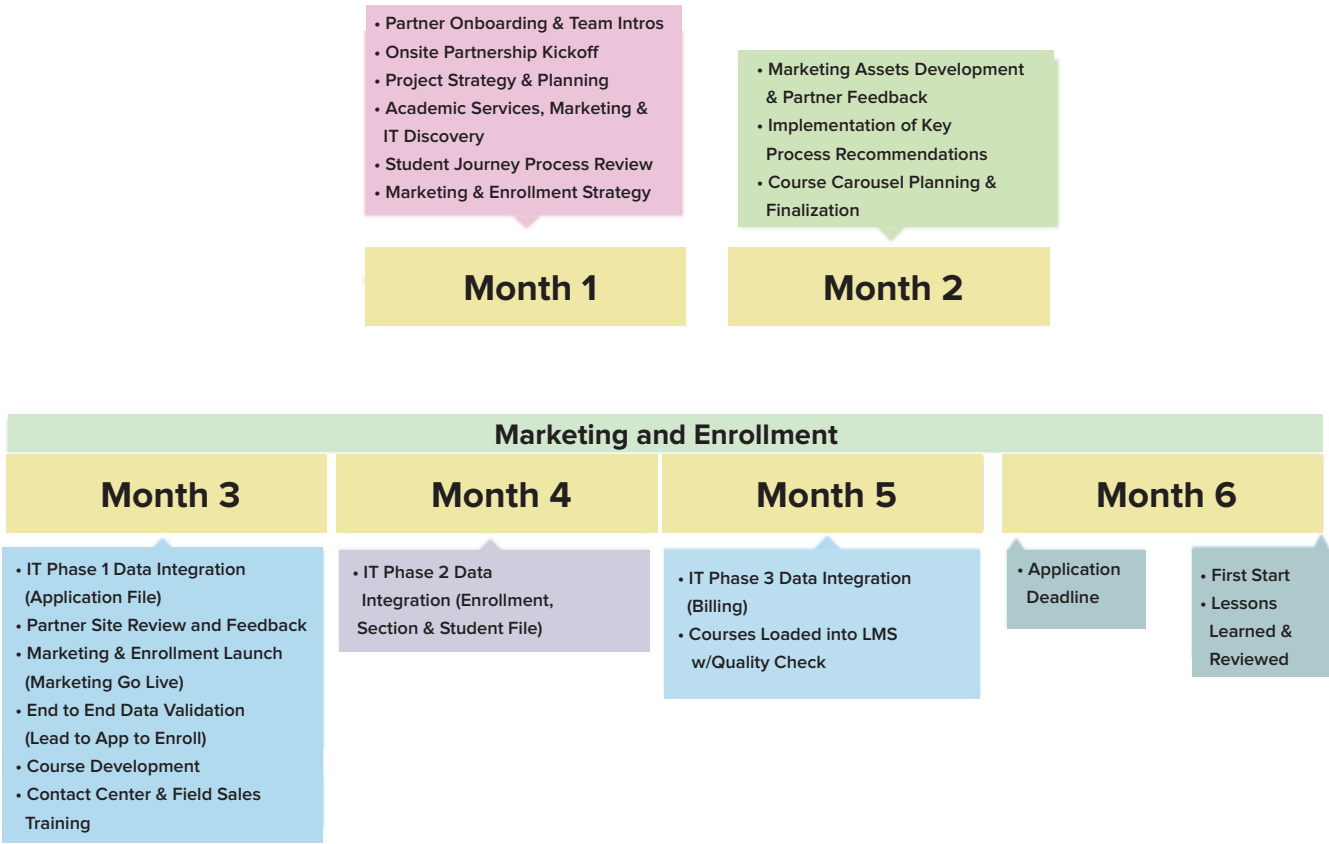
A.8. Longwood’s launch will follow AP’s standardized process based on the attainment of critical milestones across multiple functional areas as demonstrated on the graphic below:



#	Step	Phase or Process	Responsible
1	Partner Support Manager Assignment	Partner Transition	Partner Support
2	Information Handoff	Partner Transition	Managing Director
3	Partner Introductions	Partner Transition	Managing Director
4	Project Planning and Partner Setup	Project Management and Training	Partner Support
5	Marketing and Enrollment Strategy	Marketing and Enrollment Launch	Vertical Lead
6	Business Process Review	Model Acceleration	Partner Support
7	Data Mapping Session	Data Integration	Partner Support
8	Marketing Collateral Development and Review	Marketing and Enrollment Launch	Vertical Lead/Integrated Marketing
9	Online Course Planning	Online Course Design and Development	Academic Services
10	Business Process Analysis and Re-engineering	Model Acceleration	Partner Support
11	Application and Missing Docs File Integration	Data Integration	Partner Support
12	Partner Site Development and Review	Marketing and Enrollment Launch	Vertical Lead/Integrated Marketing
13	Enrollment Services Training	Project Management and Training	Partner Support
14	Marketing and Enrollment Launch	Marketing and Enrollment Launch	Vertical Lead
15	Course Carousel Development	Online Course Design and Development	Academic Services
16	Model Acceleration	Model Acceleration	Partner Support
17	Enrollment, Section and Student File Integration	Data Integration	Partner Support
18	Billing	Data Integration	Partner Support
19	Retention Services Training	Project Management and Training	Partner Support
	Application Deadline	N/A	Partner
20	Partner Readiness Assessment	Project Management and Training	Partner Support
21	Online Course Development	Online Course Design and Development	Academic Services
	First Course Start	N/A	Partner

A.8. In AP’s experience, the average timeframe to launch a new online program is six months following contract signature. A high-level project plan outlining launch-process benchmarks can be found below:

Launch Timeline



B. MARKET RESEARCH:

1. Describe in detail your firm’s approach to market research and assessment including how data and processes are used in reporting.

a. Provide examples of your firm’s success with regard to market assessment.

B.1.a. Market research and analysis is one of the core services provided by AP and is critical to keeping its partners ahead of their competitors. In a crowded, fast-evolving higher education environment where thousands of schools offer programs fully online, it is imperative that the characteristics of Longwood’s online portfolio resonate with the needs and expectations of prospective students.

Prior to selecting a new program for online delivery, AP’s Market Research team will conduct a thorough analysis on market demand, trends, market size, growth potential and a competitive landscape to assess its viability. The collective research will guide the subsequent development of a customized Marketing and Enrollment Plan (Plan) for each program category. The Plan will highlight Longwood’s unique attributes and differentiators and will include customized messaging, branding, market positioning and media mix to attract a program-specific target audience. The objective of the Plan will be to increase Longwood brand recognition across new markets and deliver, through multiple media channels—online and offline—qualified prospective students with a high probability of conversion into enrollments.

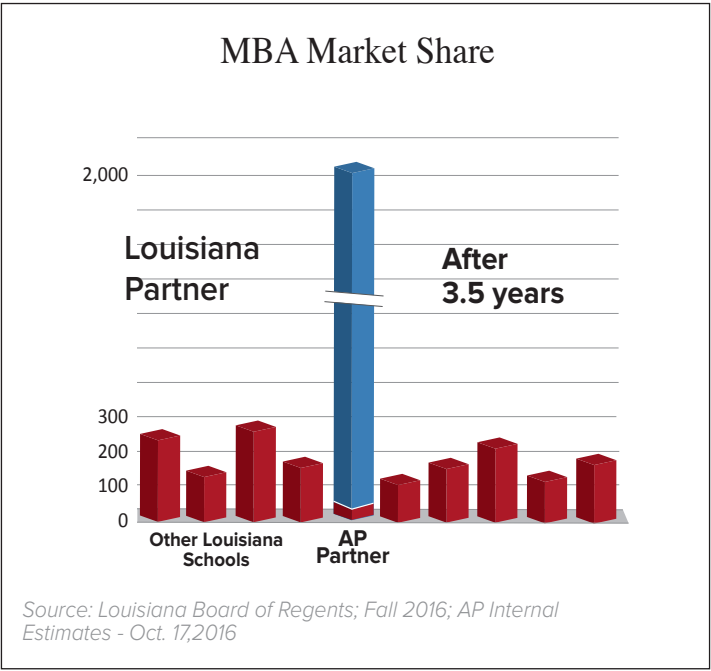
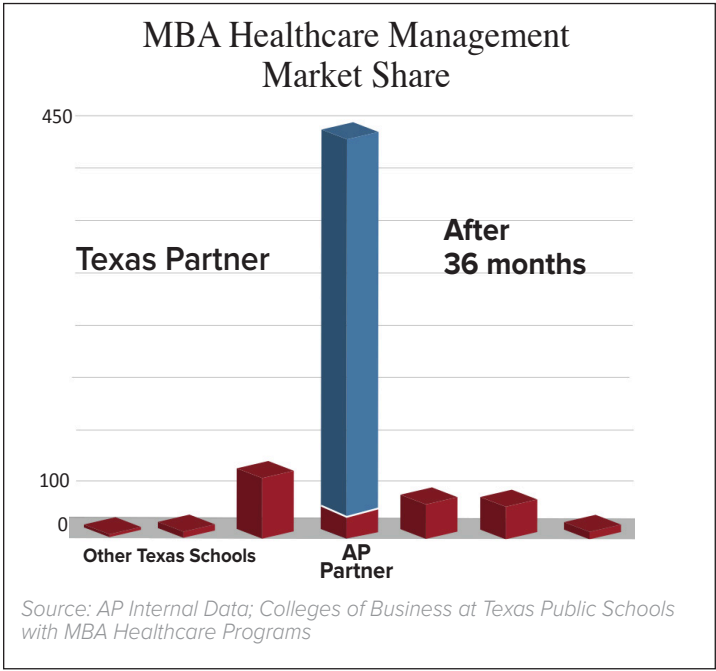
B.1.a. AP’s competitive analysis of Longwood’s online programs will account for a wide range of characteristics and indicators, including, but not limited to:

- Admissions requirements,
 - Pre-requisite requirements,
 - Pricing, including fees,
 - Program duration,
 - Competitive landscape,
- Program differentiators,
 - Program structure,
 - Limitations to scaling enrollments,
 - Financial aid structure and availability.

AP will benchmark Longwood’s online program features against those of its closest competitors using its comprehensive U.S.-wide programmatic database, which compares attributes such as pricing, program duration, program structure and many others. As part of its standard practice, AP will regularly update Longwood on the online marketplace to assure its continued strong positioning and differentiation, and may recommend programmatic adjustments to achieve or maintain competitiveness.

Market Assessment Success

AP’s initial goal will be to help Longwood capture significant state, regional and eventually national MBA market share. Using an effective and multifaceted market research strategy, AP has a successful track record of helping its partners own their state market, as demonstrated below:



Reporting and Lessons Learned

AP will continually monitor the results of its activities on behalf of the Longwood brand and share outcomes through Semi-Annual Business Reviews (SBRs). SBRs will include metrics such as year-over-year and year-to-date application and new enrollment growth, year-over-year and year-to-date total enrollment growth, program-specific persistence rates, holistic online portfolio persistence rates as well as relevant conversion metrics evaluated against standard benchmarks. As part of the SBR, AP will utilize lessons learned to provide Longwood recommendations on measures for continued performance improvement and program/certificate selection, as appropriate.

B.1.a. AP-evaluated key performance indicators (KPIs) will include:

Enrollment Growth

AP defines its success by creating a new and sustainable revenue stream for its partners based on growing their online student body. Therefore, one of the most critical KPIs will be the enrollment growth in Longwood online programs through both new and retained students.

Persistence, Completion and Graduation

AP’s business model is entirely predicated on student success and therefore AP will track and measure student course-to-course persistence and ultimately completion and graduation rates. As part of its persistence reporting, AP will share with Longwood, if desired, insights on “at-risk” students and offer mitigating strategies. This type of reporting will require integration of AP systems with Longwood instance of Canvas.

Conversation Quality

AP will make available to Longwood calls with prospective and existing students, all of which will be recorded for quality assurance.

2. Describe how your firm conducts market research to aid in identifying and aligning current and potential degree/certificate programs with regards to:

a. Growth Potential;

B.2.a. AP frequently conducts market research on the growth potential of both new and existing programs using common indicators such as conferral and enrollment data from Integrated Postsecondary Education Data System (IPEDS) and industry-specific organizations, and engages research firms with expertise in higher education to augment this data. AP’s proactive approach to understanding the emerging market trends ensures that its partners lead the online marketplace and capture the most exciting growth opportunities to increase their enrollments. AP utilizes the following data sources to augment its market research:

- Employment data from public sources such as the Bureau of Labor Statistics and Occupational Information Network,
- Data from research and advisory firms specializing in higher education and/or industry sectors,
- Employer feedback provided by AP’s field (employer-based) recruitment team,
- Online search data using Adobe Analytics, Google Analytics and Google Keyword Planning Tool to quantify program-level demand through digital channels.

AP will continuously monitor local, regional and national market trends and will recommend for Longwood’s consideration adjustments to existing program structure or new online programs that hold strong potential for enrollment growth.

b. Strong Operating Margins;

B.2.b. Over its eleven-year history of effective program enablement, AP’s team has developed a model for what successful online programs entail. While each of its 50+ public partners are different in many ways, the universities which consistently realize the strongest operating margins all share certain program features which help them stay competitive in a changing, volatile marketplace. Specifically, AP’s Market Research team provides a near-constant feedback loop through which AP and its partners may better understand the program attributes necessary for successful, sustained growth and revenue generation. By understanding the real-time effect of factors like price, time to completion, convenience, certificate/concentration options, etc. on the MBA market

B.2.b. as a whole, AP will provide guidance to help Longwood maintain strong operating margins and dominate the Commonwealth of Virginia, the region and, ultimately, the national marketplace.

B.2.c. c. Strong Completion Rates; and,

Similar to the best-practices AP will suggest to help Longwood maintain strong operating margins, AP’s teams will provide a number of program-design and feature recommendations to ensure strong completion rates. Because completion rates are the foundation of strong, continuous revenue generation, AP will work with Longwood to institute program-level design attributes to ensure the Online MBA is structured in a way that maximizes student persistence to graduation.. AP’s Market Research team will continuously monitor regional and national MBA markets to ensure Longwood stays apprised of those aspects most important to achieving strong completion rates. Additionally, AP will provide end-to-end retention support for students, as described on page 32.

B.2.c. d. Institutional Strengths.

Described above, AP’s Market Research team will pay particular attention to Longwood’s institutional strengths and existing brand power when developing the customized Marketing and Enrollment Plan for the Online MBA and any additional programs. The Plan will highlight Longwood’s unique attributes and differentiators and will include customized messaging, branding, market positioning and media mix to attract a program-specific target audience. As Longwood’s MBA brand power grows, AP’s Market Research team will work to quantify that change for reflection in future marketing strategies and efforts.

3. Describe your firm’s ability to identify specific groups or markets you would target for recruiting/marketing activities for the CBE.

B.3. AP has enjoyed significant success with geography-, demographic-, and other group-specific marketing efforts across its broad portfolio of supported degrees and certificates. Described below, AP’s Integrated Marketing team will seek to target those groups which are most receptive to the Longwood Online MBA message. This team will be led by a business-specific SME, and supported by an in-house integrated marketing team comprised of marketers with deep MBA-marketing, media agency and product marketing experience. The marketing team members will include paid search (SEM) experts; content and search engine optimization (SEO) team; media buyers; vertical-specific marketing managers; data science team; creative team; graphic designers, copywriters, video and photo directors; HTML programmers and project managers, all of whom will be focused on identifying and reaching Longwood-specific target markets.

C. MARKETING AND RECRUITMENT:

The partner shall be responsible for following the Longwood University Graphic Identity Style Manual, for any visual communications of the CBE brand in addition to following Longwood University’s Brand Guide, and Academic and Administrative Web Policy.

1. Describe in detail your firm’s approach to marketing and brand management.

c.1. Integrated Marketing

In a highly competitive marketplace, AP’s mission will be to grow Longwood’s online enrollments through the following marketing channels, always under the university brand and without any reference to AP:

- Digital marketing,
- Field-based recruitment,
- Traditional (offline) marketing,
- Public relations (PR) outreach.

- C.1.** In addition to the above levers, to assure a competitive edge for its partner institutions and its leadership in online student recruitment, AP has created a proprietary lifecycle marketing system, AP Edge™, which relies on layers of algorithms and behavioral targeting to identify and attract enrollment-ready students. The data-driven predictive and decision capabilities of AP Edge™ will continuously evolve and be optimized with the expansion of the underlying database of potential students who could benefit from a higher-level credential.

AP Marketing Team

Unique in the online service provider industry, AP's marketing organization is built around major program categories (verticals), including education, business and healthcare, among others. Each practice is led by a seasoned subject matter expert with a deep understanding of each program in their category, including its target audience and the most effective marketing strategy. AP's cross-functional vertical organization, which aligns program-specific marketing, field recruitment and enrollment services, gives AP unmatched programmatic depth and expertise that results in AP typically generating much stronger results than its competitors.

AP's vertical team will be supported by an in-house integrated marketing team comprised of marketers with deep higher education expertise as well as with media agency and product marketing experience. The marketing team members include paid search (SEM) experts; content and search engine optimization (SEO) team; media buyers; vertical-specific marketing managers; data science team; creative team; graphic designers, copywriters, video and photo directors; HTML programmers and project managers.

Digital Marketing

Digital marketing and its associated channels are a strategic component of AP's holistic marketing approach, which has positioned a vast majority of its partners as dominant providers of online programs in their geographies. In today's wired environment where consumers are enticed and overwhelmed by a noise of marketing messages, it is critical to connect with them at a personal level and target them with customized, meaningful content. Using AP Edge™, AP will be able to establish patterns and preferences for Longwood program-based target audiences across a host of digital channels, including web, social media and e-mail, making marketing outreach effective and powerful.

AP's digital team has significant expertise in search engine marketing, content marketing, search engine optimization, email marketing and social media marketing across multiple platforms such as mobile, iPad and desktop. It also collaborates closely with digital platforms such as Google, LinkedIn and Bing, as well as a number of additional affiliates that directly target specific audiences, giving AP a considerable advantage due to its large volume of digital transactions. AP proudly generates 98% of all leads in house rather than through purchasing a lower-converting aggregator leads.

As part of its standard practice, AP will continuously test new web-based lead generation strategies, including through its AP Edge™ system as well as through its innovative team, charged with constantly advancing AP's digital practice. By focusing on growing Longwood's online enrollments beyond Virginia, AP will aim to increase the university's visibility outside its traditional service area.

C.1. The diagram below illustrates the various components of AP’s digital marketing strategy:



AP digital campaigns on behalf of Longwood will be permission-based and will adhere to all CAN-SPAM Act regulations. They will be closely coordinated, tested, measured and optimized on an ongoing basis for their effectiveness.

Field-Based Marketing

In addition to its robust digital marketing efforts, AP will utilize its proprietary and industry-leading field sales organization as a critical student recruitment mechanism for Longwood’s online programs, if applicable. This highly effective team will build thriving relationships on behalf of the university with highly targeted employers such as local businesses, school districts, community colleges, hospitals and healthcare systems and other professional organizations that are sources of potential students. Today, AP’s employer-based partnership network includes more than 3,000 organizations.

If utilized, the Longwood-dedicated field recruitment team will develop a tailored, geo-targeted strategy to promote Longwood’s programs through the employer-based channel. The team will engage qualified employees through a combination of on-site information sessions, webinars, dedicated affiliate partner portals and industry conferences and state- and region-specific professional conventions. The efforts of the field recruitment team will be augmented by AP’s digital outreach focused on driving traffic to field-based activities through employer-specific campaigns and promotions.

Traditional Marketing

When appropriate, AP will utilize traditional media, including radio, direct mail, newspapers, magazines and billboard advertising to supplement its digital and field-based marketing efforts to create increased awareness around Longwood’s brand and its online programs. This activity will be most effective primarily at the initiation of the partnership and at a time of program expansion or entry into new geographies.

Public Relations

As with traditional marketing, AP will leverage PR to support awareness building around Longwood’s online offerings. This channel will be most effective at the initiation of a partnership or at the time of program expansion, when there is something newsworthy to report and discuss with local press.

C.1. **Tracking Performance & Marketing Results**

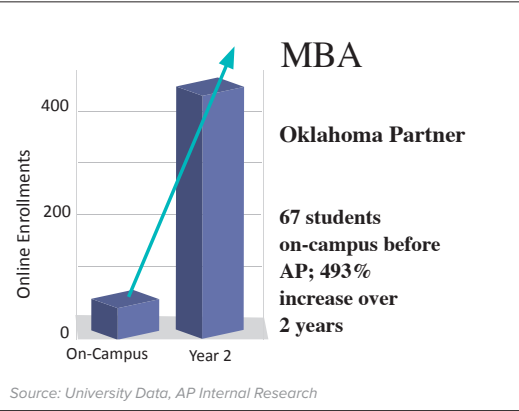
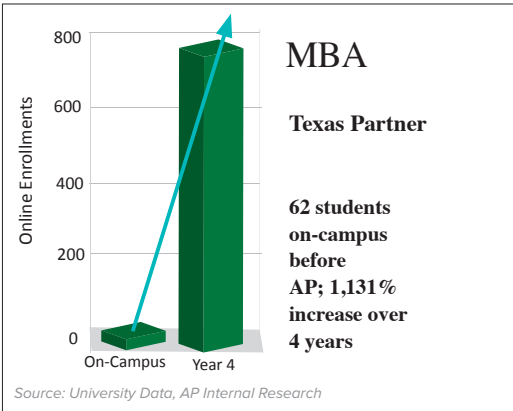
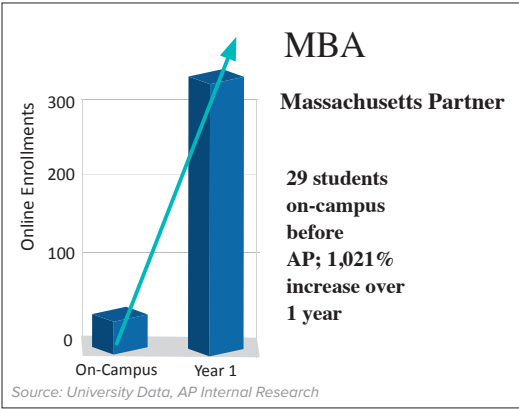
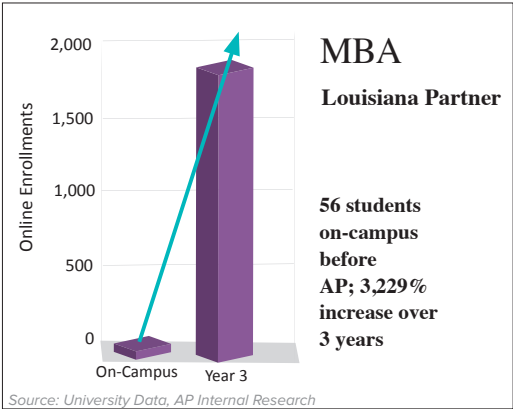
AP has invested heavily in best-in-class online technologies to ensure all lead generation efforts are tracked in real time across all online and offline marketing channels, geographies and device types. The following are some of the licensed tools and platforms at AP’s disposal, which are utilized daily by the digital team to measure, among others, traffic and conversion rates: Adobe Analytics, Conductor, Adobe Target, SEMRush, Moz, AHrefs, DeepCrawl Cognitive SEO and Screaming Frog. AP also utilizes latent semantic indexing tools for keyword optimization, and internally constructed tools to improve speed of analysis and publishing. AP will also constantly A/B test images, ad copy, call-to-action buttons, keywords, and landing pages to ensure the greatest returns on Longwood marketing efforts. AP’s tracked metrics include among others:

- For organic search: traffic (visitors, page views, bounce rates, etc.); visit-to-lead conversion rates; backlinks,
- For paid search: impressions; clicks; cost-per-click; click-through-rates; lead conversion rates; quality scores,
- For email: emails sent vs. inbox percentage; open rates; click-through-rates; lead conversion rates.

In addition to tracking and optimizing its own campaigns, AP will stay closely abreast of the marketplace and its competitors’ performance to ensure it always outperforms these benchmarks. AP also will conduct Semi-Annual Business Reviews (SBR) to keep Longwood apprised of its marketing performance, which will be optimized on an ongoing basis.

2. Provide examples of your firm’s success with marketing academic programs similar to the CBE programs currently seeking services.

C.2. Mentioned on page 6, AP has generated considerable growth for programs similar to the CBE programs currently seeking services. The graphics below illustrate the success AP has achieved on behalf of MBA programs at universities similar to Longwood.



3. Describe your preliminary marketing plan to target highly qualified students that are beyond the CBE's existing reach.

C.3. Go-To-Market Strategy

During the launch of the online initiative, AP will work with Longwood to understand its brand promise and program-level unique value proposition and differentiators. On the basis of these insights, as well as the data derived from its market research and analysis, the AP team will develop the Annual Marketing and Enrollment Plan (Plan), which will be approved by Longwood stakeholders. As previously mentioned, the Plan will account for all marketing activities—online and offline—including campaigns and promotions by channel, target audience and frequency, and will be regularly adjusted based on performance. A close collaboration with key stakeholders at Longwood during the development, approval and execution of the Plan will set AP to successfully expand Longwood's online market share.

As part of standard procedure during preparation for launch of the university's online programs, AP will share with Longwood all marketing schedules and creative materials, which will be approved by Longwood. Additionally, AP will provide Longwood campaign performance reports that will be reviewed during regularly scheduled partner meetings, conference calls and/or video sessions. All marketing materials supporting Longwood's online programs will be generated by AP in-house through a highly qualified team of experts described below. The assets will include all web-based collateral, field recruitment collateral and offline materials such as billboards, newspaper ads and others.

All AP's marketing efforts—as well as the rest of its comprehensive services—will be delivered under the Longwood brand, assuring that no student is ever aware of Academic Partnerships.

4. Describe your ability to provide high-quality expertise in advanced marketing technical areas, such as search engine optimization, customer relationship management, etc.

- C.4.** AP's team has deep experience with a variety of advanced marketing and recruitment techniques, including SEO and all underpinning analytics—all described below in more detail—which will be available to Longwood to support its digital optimization for its AP supported online programs:

Search Engine Optimization

AP's site publishing team has been practicing SEO since 2001 and is experienced with both large sites (25mm UVs/mo.) and microsite networks (100+ connected sites). Having gone through every Google algorithm change over the past 15 years, this team is able to predict Google's changes and set a sustainable, scalable SEO strategy that will be effective at the state (or commonwealth), regional and national level.

Search Keyword History

AP has access to a large pool of historical keyword performance data, ensuring that any newly created site targets search terms that optimally convert visits into leads, applications and enrollments.

Sophisticated Data Tools

AP has invested heavily in data-analytics, providing tools for complex problem solving when implementing multiple marketing campaigns. An end-to-end data view of the user's experience allows for iterative testing in order to continuously improve student enrollment conversions. The following are some of the licensed tools

- C.4.** and platforms at AP’s disposal, which are utilized daily by the digital team: Adobe Analytics, Conductor, Adobe Target, SEMRush, Moz, AHrefs, DeepCrawl Cognitive SEO and Screaming Frog. AP also utilizes latent semantic indexing tools for keyword optimization, and internally constructed tools to improve speed of analysis and publishing.

Site Structure

Deep knowledge of Googlebot’s preference for URL structure and code markup enables AP to construct sites that are favored by Google and will rank competitively.

SEO Content Development

AP uses subject matter experts to continuously produce engaging content that appeals to Google, creating trust, history and a deeper index that improves high-quality visits over time. AP content publishing methods are continuously evolving as Google’s RankBrain machine learning artificial intelligence system becomes more sophisticated.

Safe Backlinking Practices

A truly organic approach to developing backlinks is key to avoiding penalties by Google, now and in the future, as Google’s algorithm continuously evolves. White-hat link development ensures search ranking improvement without risk of penalization. AP distributes unique content to trusted partners as well as through its social media efforts, driving meaningful and highly converting traffic to its partner university sites.

Customer Relationship Management and Outreach

AP’s customer relationship management and outreach activity adheres to a proprietary communication strategy designed to maximize prospective student response and ensure both high enrollment levels and unparalleled persistence rates. Through an effective contact protocol, AP will inform, empower and enable students to enroll in Longwood’s online programs, register for the correct classes and persist to graduation. For more information on the AP customer outreach and contact strategy, please refer to page 25.

5. Describe your ability/plans to inform the CBE in situations where digital marketing might trigger a State Authorization requirement.

- C.5.** AP has been assisting its partner universities in obtaining state authorizations since the company’s inception. During the kick-off and launch processes, AP will recommend a list of regions and states where Longwood will have the greatest opportunity for expansion and share best-practices on obtaining authorizations. AP will also provide access to an expert who can answer questions about the authorization process. AP marketing efforts on behalf of Longwood will strictly adhere to relevant SARA requirements and AP will not conduct marketing activities in unapproved geographies.

6. Describe your firm’s plans to ensure that the CBE approval is secured for all marketing collateral to include, marketing messages, approval of marks, and approval of distribution plan.

- C.6.** Mentioned previously, AP will share with Longwood marketing schedules and creative materials, which will be built using the university’s current brand guidelines and approved by Longwood. Additionally, AP will provide Longwood campaign performance reports that will be reviewed during regularly scheduled partner meetings, conference calls and/or video sessions. All marketing materials supporting Longwood’s online programs will be generated by AP in-house through the highly qualified team of experts described above. The assets will include

all web-based collateral, field recruitment collateral and offline materials such as billboards, newspaper ads and others, and will be delivered under the Longwood brand, assuring that no student is ever aware of Academic Partnerships.

7. Describe in detail, your firm's approach to recruiting, from initial point of contact through admission and program start.

- C.7.** As part of its comprehensive services, AP will provide Longwood a dedicated team of Enrollment Specialists (ES) and Student Success Coordinators (Coordinators) who will interact with prospective and enrolled students respectively on behalf of the university and under the Longwood brand, guiding the recruitment and enrollment journey, and subsequently student's academic progress to graduation. The detailed description of the services is below.

Enrollment Management

AP will provide Longwood a highly trained team of Longwood-dedicated ES who will assist prospective students in their enrollment journey. The ES team will always perform its services under the Longwood brand and never as AP, and will provide the inquiring students personalized support from their initial inquiry to the first day of class. AP's Longwood ES will follow a clearly defined contact strategy in an effort to connect with and inform prospective students about their MBA program options. They will communicate with inquiring students via phone, text and email based on student declared preferences. All of these outreach initiatives will be stored and managed in AP's customer relationship management (CRM) system. All communication with students will follow program-specific guidelines and narratives and will be monitored and recorded for quality assurance. Upon contact, each prospective student will be assigned a dedicated Enrollment Specialist who will lead the student from the point of inquiry, through application and enrollment processes, to the first course start date.

Student Contact Strategy and Enrollment Lifecycle

AP utilizes an industry-leading CRM system to seamlessly manage the full student lifecycle. The graphic below illustrates AP's Student Contact Strategy and is followed by a detailed description of major milestones in a prospective student's enrollment journey.



Contact Strategy

Once a prospective student requests information on Longwood's program, he or she will be automatically entered into the AP's CRM system. The prospective student will receive an automatic "Welcome" email from a Longwood-dedicated ES with more program specifics such as admissions criteria, tuition and fees, payment options as well as information on next steps in the application process. The Longwood-dedicated enrollment team will then follow a proprietary and differentiated contact strategy based on prospect's attainment of milestones in the enrollment process.

Qualifying Prospective Students (Leads)

As part of AP's standard operating procedure, an ES will screen prospective students during the initial conversation on their admissibility into a specific program by ensuring they meet the minimum entry criteria and are a good fit for an online degree. Subsequently, an ES will provide prospective students a detailed roadmap to complete the application process and will check with each student on an ongoing basis until the application process is finalized.

C.7. Application Assistance

Once a prospective student has been verified as qualified for admission, AP’s ES will explain and assist with the application process until the complete package is submitted for Longwood’s review. The enrollment team will use a proven set of time-based triggers to closely monitor the timely completion and submission of required admissions forms, degree planning and registration for coursework, regularly following up with each prospect to ensure the highest probability of enrollment.

Acceptance

After a student has applied to a specific Longwood online program, the university will review the information and in its sole discretion decide on admission. AP will use data from the Longwood application file to automatically update the student’s status in its CRM system for further enrollment and re-enrollment management through AP’s contact center.

Registration

A Longwood-dedicated ES will follow up with accepted students to help them register for the upcoming start date and remind them to make a payment. During this rules-guided outreach, students will be assisted with technology setup and will be informed about any program requirements, books and supplies and available courses to prepare them for a successful first start date in their online program.

Contact Center Employee Training

AP is committed to ensuring university- and program-level literacy of its Enrollment Specialists and Student Success Coordinators who will be carefully selected to meet AP’s highest standards of integrity, ethics, experience and professionalism.

All AP contact center employees will attend a 10-15 day new hire orientation module, focusing on HR and onboarding activities, in-depth and interactive training on building representative-student relationships, partner and program knowledge, system usage, technology, documentation of engagements and industry knowledge. The new hire orientation module will be filled with interactive sessions such as role-playing and hands-on learning to maximize comprehension. All new hires will be also required to pass a multi-level certification on Longwood policies and program information prior to engaging with prospective students, ensuring they are ready to represent the university to the best of their abilities. They will also be trained on and held accountable for performance metrics such as contact rates, conversion rates, call time or application goals.

To ensure the highest rate of success, all contact center employees will be supported with monthly live training sessions conducted by a trainer or Longwood program-level representative, 1:1 coaching with industry coaches, monthly call reviews with written feedback and a wealth of resources on SharePoint for instant access. These resources will include live call examples, short training videos, eLearning courses with quizzes, user guides, conversation guides, professional development resources and much more.

Contact Center Quality Control & Feedback

AP will monitor and record all calls for quality assurance and training purposes. Further, as part of its standard practice, it will engage mystery-shopping organizations to provide external feedback to continually enhance AP performance and its service levels. Last but not least, AP will also collect student feedback and insights on Longwood programs, and share them with the appropriate stakeholders at the university. This intelligence will help Longwood better understand areas of opportunity and optimization, which may include pricing, admissions criteria, admissions cycle times and even competitive positioning.

8. Provide supporting statistics to illustrate your success, such as typical yield (i.e., percentage of offers of admission that result in matriculation) for similar institutions to the CBE.

C.8. *All underlined text is proprietary information and is protected by section 2.2-4342f of the Code of Virginia.*

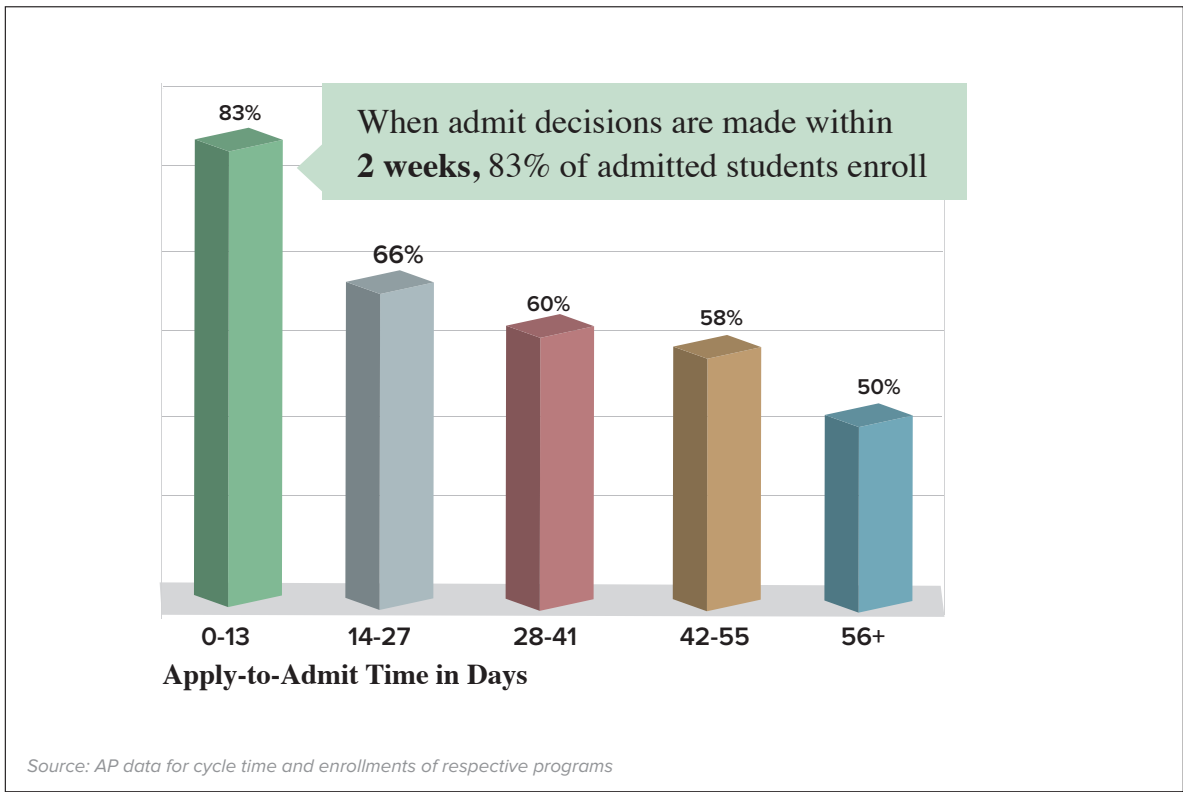
AP continually achieves some of the highest retention and persistence rates in the industry. The below statistics illustrate some of AP’s success with marketing and retention, and are evidence of AP’s ability to support students over the life of an online program:



AP’s dedication to supporting student success has resulted in online program completion rates often exceeding those of the same programs delivered on campus.



For more details on AP’s retention strategy and success, please refer to page 32.



9. Describe your ability to maintain contact with prospective students through the recruitment and enrollment process.

C.9. Student Contact Strategy and Enrollment Lifecycle

Detailed above, AP utilizes an industry-leading CRM system to seamlessly manage the full student lifecycle. The graphic below illustrates AP's Student Contact Strategy and is followed by a detailed description of major milestones in a prospective student's enrollment journey.



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10. Describe your firm's strategies for and evidence of success in marketing and recruiting regionally, nationally, and internationally. Provide supporting statistics to illustrate your success.

C.10. Detailed above, examples of AP's marketing-strategy and recruiting success can be found below:

- AP-supported MBA programs grew collectively 367% in 2017 in a generally declining national MBA marketplace

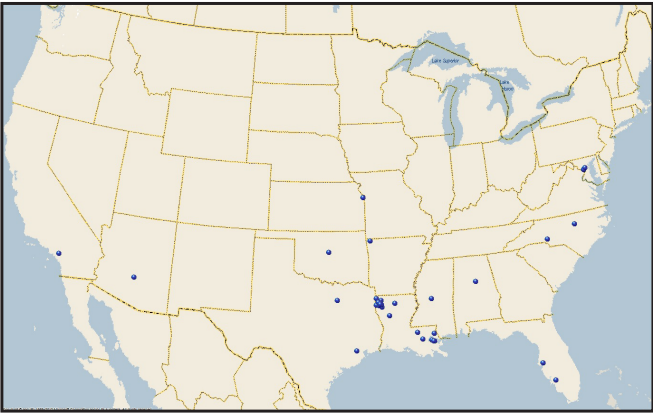
- C.10.**
- Enrollment in one partner’s AACSB-accredited MBA in Healthcare Management program grew from 24 on-campus students to nearly 500 online in a few years,
 - Enrollment in one partner’s online program grew from 56 on-campus students to more than 2,000 online in 5 years,
 - AP recruitment helped establish #1, #2 and #3 graduate schools of education in terms of conferrals among public universities,
 - Enrollment in one partner’s education program grew from 127 to 3,500 students,
 - AP recruitment grew one partner’s Master of Public Administration by 336% between 2012 and 2016,
 - AP represents the #3 and #4 public university’s masters of education in curriculum and instruction programs in terms of enrollment,
 - Enrollment in one AP partner’s education program grew to over 3,000 enrollments in the first seven years of partnership, experiencing consistent and sustainable growth aligned with partnership goals and expectations.
 - AP-supported education programs are up 19% year-to-date, defying a declining national enrollment trend for this degree category,
 - AP recruitment helped establish the #1 online Registered Nurse to Bachelor of Science in Nursing program (RN-BSN) in terms of enrollment and graduations among public universities,
 - AP partners with 4 of the top 10 public RN-BSN programs in the U.S., more than any other service provider,
 - All AP supported RN-BSN programs combined grew +13% across all partners from 2014-2015 (most recent data available), outperforming nursing programs at state universities (+1% uptick), private universities (+8% uptick) and for-profits (-3% decline). AP’s RN-BSN programs are up 18% year-to-date,

The visuals below illustrate just a few examples of AP’s performance on behalf of its partners.

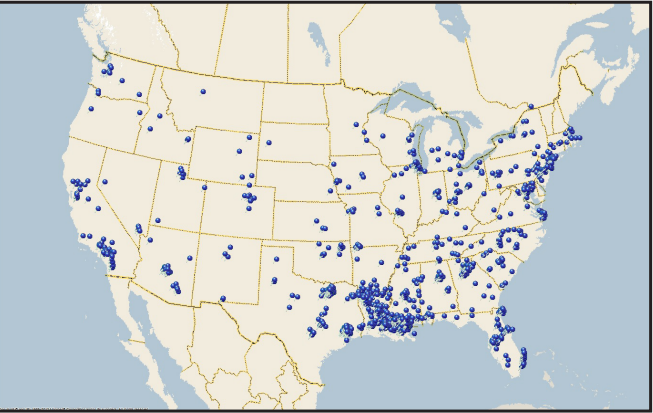
Case Study #1: Business

The case study on the next page illustrates rapid growth of the AP-supported business programs at one partner institution in Louisiana as it scaled regionally and nationally.

2013



2016

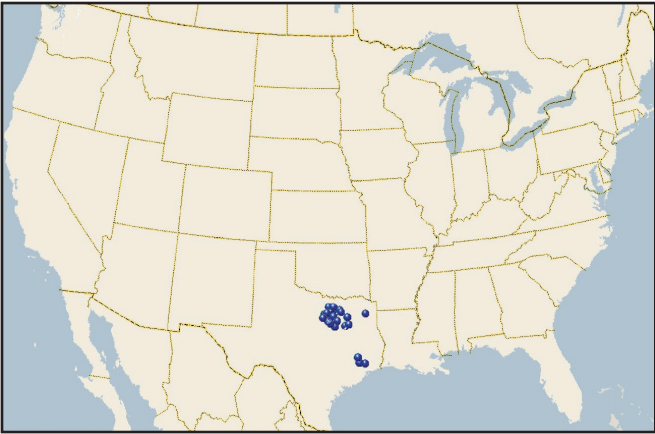


- The university’s AACSB-accredited, on-campus MBA program fell to 40 enrollments in 2013, even as the state’s need for higher education—ranked as the fifth lowest attainment rate in the US—remained acute,
- The online MBA program grew 1,400 percent in its first year,
- By its fall 2015 start, the partner enrolled over 100 MBA students every start date, exceeding the university’s expectations for program growth.

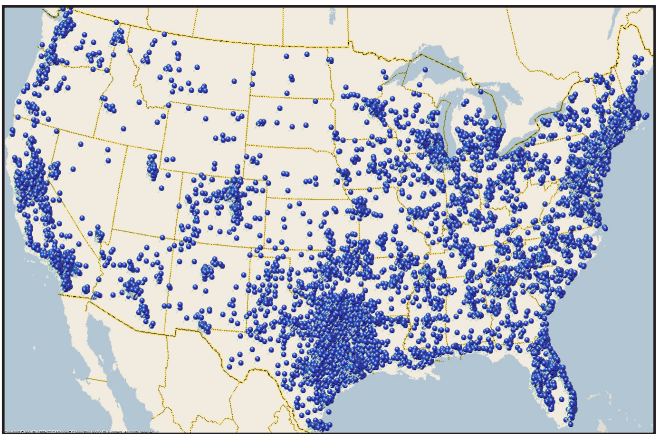
C.10. **Case Study #2: Nursing**

The case study below illustrates rapid growth of the AP-supported RN-BSN program at one partner institution in Texas as it scaled regionally and nationally.

2008



2016

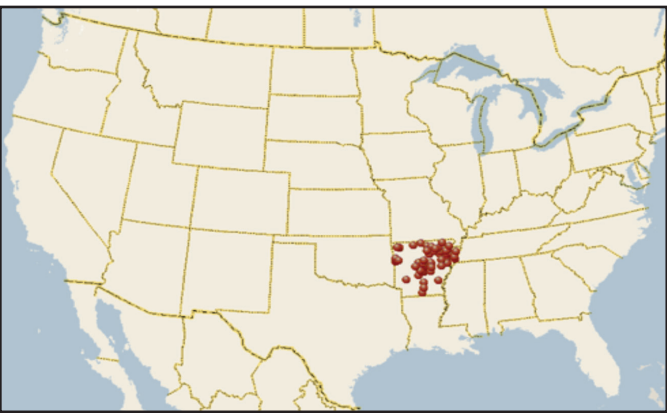


- Partnership launched in 2008 with 137 students, reaching 6,000 in 2015 in one RN-BSN program, the largest public university RN-BSN in the country,
- This partner currently enrolls 65 percent of all RN-BSN students enrolled at Texas institutions and more online California RN-BSN students than any public university in California,
- In recognition of this public-private partnership with AP and the outstanding results, the Texas Higher Education Coordinating Board awarded this RN to BSN program the Texas Higher Education Star Award for its “exceptional contributions toward ... student participation, student success, academic excellence, and research.”

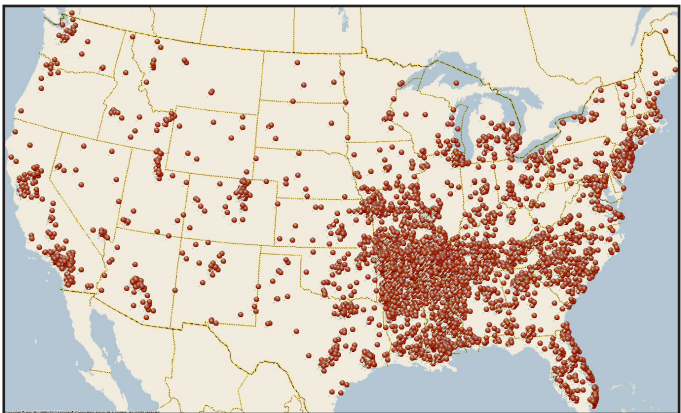
Case Study #3: Education

The case study on the next page illustrates rapid growth of the AP-supported education programs at one partner institution in Arkansas as it scaled regionally and nationally.

2008



2016



- Implementation of the accelerated AP model allowed the program to scale from 13 students to nearly 3,000,
- The university became the largest online provider of education programs in Arkansas with a top-3 US public graduate education program based on enrollments.

11. Provide any available statistics on the graduation/completion rates of students in academic online programs for which your firm provides marketing and recruitment services.

- C.11. *All underlined text is proprietary information and is protected by section 2.2-4342f of the Code of Virginia.***

AP does not request or require graduation statistics from its partners. Nonetheless, AP's business model is predicated entirely on student success and, therefore, AP does track and measure student course-to-course persistence rates. AP's retention efforts on behalf of its partners have resulted in some of the industry's strongest persistence rates.

Discipline-specific examples include:

██████████
██████████
██████████

12. It is very important to the University that marketing and recruitment efforts be appropriate for public higher education and support the academic reputation and vision of Longwood. Describe the checks and balances you have in place that safeguard against hard-sell or high-pressure tactics.

- C.12.** AP is committed to ensuring compliance of its services, policies and processes with all state and federal regulations governing online provider environment. Compliance will extend beyond academic program administration and include marketing, recruitment, enrollment and retention. Further, all AP marketing and advertising will adhere to the highest ethical standards and will be based on the brand guideline information supplied by Longwood, ensuring no misrepresentations are ever made.

AP Enrollment Specialists and others involved in the recruitment process will also receive regular training on Title IV and other regulations. Their interactions with prospective and existing students will be continually monitored for compliance. AP assures Longwood that it does not make impermissible incentive payments to its employees engaged in student recruitment, and that all recruiting activity adheres to TCPA regulations. Those employees are held to certain minimum job performance standards, receive only tenure-based pay increases and receive continuous coaching and regular training to safeguard against hard-sell or high-pressure tactics.

13. Describe your plan to avoid direct competition for leads among your institutional partners.

- C.13.** As previously noted, AP will invest significant time learning everything about Longwood and its brand. This process will include discussion around Longwood's value proposition, target market, positioning, competitive advantage, brand personality and key competitive set. Coupled with the Longwood style guide and any other brand adherence documentation, AP will use these discussions to develop Longwood's unique messaging, content and voice. The information collected in this process will become the foundation for Longwood's customized marketing and enrollment plan. In the development of the custom plan, a core targeting strategy will be created that matches the program's distinct competitive advantages to the Longwood's target student's primary decision drivers.

C.13. The deployment of a customized marketing and enrollment plan will ensure that Longwood is represented with unique marketing assets that highlight its distinctive strengths, branding, messaging and market position. AP's strategy will also include geographic targeting of audiences to ensure that Longwood's outreach is fully optimized. Considering that AP heavily invests in any partner launch and recovers its investment over the course of a few years based on generated enrollments, Longwood may rest assured that AP is entirely aligned with the success of Longwood's online initiative. As a fiduciary of Longwood's brand, AP will also assign a dedicated team to Longwood whose sole focus and responsibility will be to generate enrollment and revenue aligned with the marketing and enrollment plan and budget. This customized, highly targeted approach has allowed AP to deliver exceptional results for multiple university partners.

D. STUDENT SUPPORT AND RETENTION:

Describe in detail student support and retention services offered, methodologies used, and flexibility to utilize subsets of services for individual programs. Provide supporting statistics to illustrate your success.

D. Retention Services

AP's business model is built entirely on student success and AP takes great pride in that its supported programs boast some of the industry's highest participation and persistence rates. AP attributes these results to its student-centric, technology and data-driven outreach that facilitates visibility into student performance and well-being. AP's relentless dedication to student outcomes has resulted in AP-supported online program completion rates often exceeding those of the same programs delivered on campus.

Every student in Longwood's online program will be assigned a dedicated Coordinator, who will stay with the student for the duration of his/her entire academic journey. In many instances, Coordinators will have background in mentoring or counseling, and will be able to effectively motivate and encourage students utilizing AP's proprietary retention contact strategy. This approach will help students develop a long-lasting relationship with their Coordinator and establish them as a trusted advisor and a critical facilitator of student engagement in the program.

AP supports students in its online programs through a unique, two-pronged approach that aids its retention rates. In addition to the efforts of Coordinators, AP collaborates with Online Teaching Assistants (described on page 4) and utilizes their insights to ensure student progress. The combined collaboration of both parties will deliver students high-touch and personalized support, demonstrating Longwood's commitment to increasing students' educational attainment.

Dedicated Student Success Coordinators

As previously described, AP will provide Longwood's online students a team of Student Success Coordinators who will be charged with keeping students motivated, learning and progressing toward graduation.

D. Their retention activities on behalf of Longwood will include:

- Welcome campaigns for new students,
- Registration and reenrollment campaigns informing students about key dates and deadlines regarding their next module or course,
- Recommendations on alternative courses,
- Payment reminders,
- Re-engagement campaigns to encourage inactive students to resume their studies,
- Referral of unresolved retention issues to appropriate institutional support services.

Longwood Coordinators will continue to reach out to students based on their “at-risk” status, including course performance and participation, as well as based on other triggers such as non-payment. Each of these triggers will be part of AP’s overall strategy to create and cultivate the relationship between the student and his/her Coordinator, facilitating the development of a strong bond.

In certain situations, AP’s enrollment and retention teams will need to refer applicants and existing students to Longwood for specific assistance. A protocol for such referrals will be agreed upon and documented during the launch of the partnership, and shared in a manual with all relevant AP employees. All appropriate AP staff will be trained on the handling of matters that require Longwood involvement, including on how to appropriately communicate the handoff to the students and who at Longwood should be contacted for assistance. Examples of matters that may require referral include:

- An applicant wishes to dispute a denial decision and believes that the qualifying credentials were not evaluated accurately,
- A student was in an accident, has a temporary disability and as a result requests certain accommodations,
- An existing student completed coursework at another institution or achieved advanced standing and wishes to know if the credit would transfer to Longwood.

Retention Success

All underlined text is proprietary information and is protected by section 2.2-4342f of the Code of Virginia.

Mentioned previously, AP continually achieves some of the highest retention and persistence rates in the industry. The below statistics illustrate some of AP’s success with marketing and retention, and are evidence of

AP’s ability to support students over the life of an online program:



AP’s dedication to supporting student success has resulted in online program completion rates often exceeding those of the same programs delivered on campus.

E. FINANCIAL:

All underlined text is proprietary information and is protected by section 2.2-4342f of the Code of Virginia.

1. Specify the contract term you propose not to exceed 10 years. (e.g., initial one year, with 9 additional one-year renewal periods).

- E.1. AP's partnership model is based on a revenue-sharing model derived from AP's successful recruitment and retention of students—as such, [REDACTED]

2. Discuss in detail financial terms for implementation and maintenance of scope of services.

- E.2. AP's sole means of compensation for the services described herein will be a 50% share of tuition revenue and fees for all of the Longwood online programs managed by AP. While AP incurs significant implementation cost, [REDACTED] Since virtually all of the upfront risk is borne by AP, it will be important to establish a long-term partnership to allow AP the financial flexibility to continue significant investment in scaling the online programs as quickly as possible.

3. Clarify whether revenue splits will be based on net revenue increases attributable to consultant services or to gross tuition.

- E.3. Because AP is bearing virtually all upfront risk for the services described herein, AP's compensation will be based on a 50% share of tuition and fees for Longwood online programs managed by AP.

4. Specify guarantees of program growth your firm can make.

- E.4. [REDACTED]
[REDACTED] While AP works with its partners to ensure university processes are prepared to achieve scale, the ultimate enrollment decision lies with the university. Accordingly, AP cannot guarantee specific enrollment targets.

5. Specify incentives/penalties your firm proposes relative to achieving projected program growth.

- E.5. [REDACTED]
[REDACTED] While AP works with its partners to ensure university processes are prepared to achieve scale, the ultimate enrollment decision lies with the university. Accordingly, AP cannot guarantee enrollment targets or specify penalties if targets are not met.

6. In case of contract termination/cancellation, specify teach-out conditions and residual revenue splits your firm proposes.

E.6.

[REDACTED]

7. Specify what percentage of profit will be reinvested in your operations and how the reinvestment will serve to maximize performance.

E.7.

[REDACTED]

F. TECHNOLOGY

The CBE currently uses Canvas as a learning management system, and Banner as our student administration system. The CBE will retain management control over these systems, but will entertain best practice suggestions as needed.

1. Does your business practice require direct linkage to our student information system?

F.1.

No.

2. Describe your technical approach to include a typical implementation timeline, a detailed project plan and a systems level interface document.

F.2.

Previously mentioned, once selected as Longwood's preferred partner, AP will engage its PS team with the university's admissions, registration, IT and other administrative offices to understand existing workflows, processes, procedures, systems and technologies. On the basis of its findings, the team will recommend to Longwood certain adjustments to the online student journey, taking into account its flexible format with multiple start dates, and adjusting it to meet the needs and expectations of prospective and online students who are primarily working adults, often with family obligations. The goal of any of the modifications will be to establish a simple and seamless application and enrollment process, and ultimately a supportive environment for all online learners that leads to high persistence and graduation rates.

F.2. During its on-site discovery session with Longwood, PS will review the following processes underlying the student journey:

- Application processing,
- Acceptance processing,
- Orientation and advising,
- Management of student registration (registration and records),
- Management of tuition, fees and other charges.

On the basis of its findings, together, AP and Longwood will:

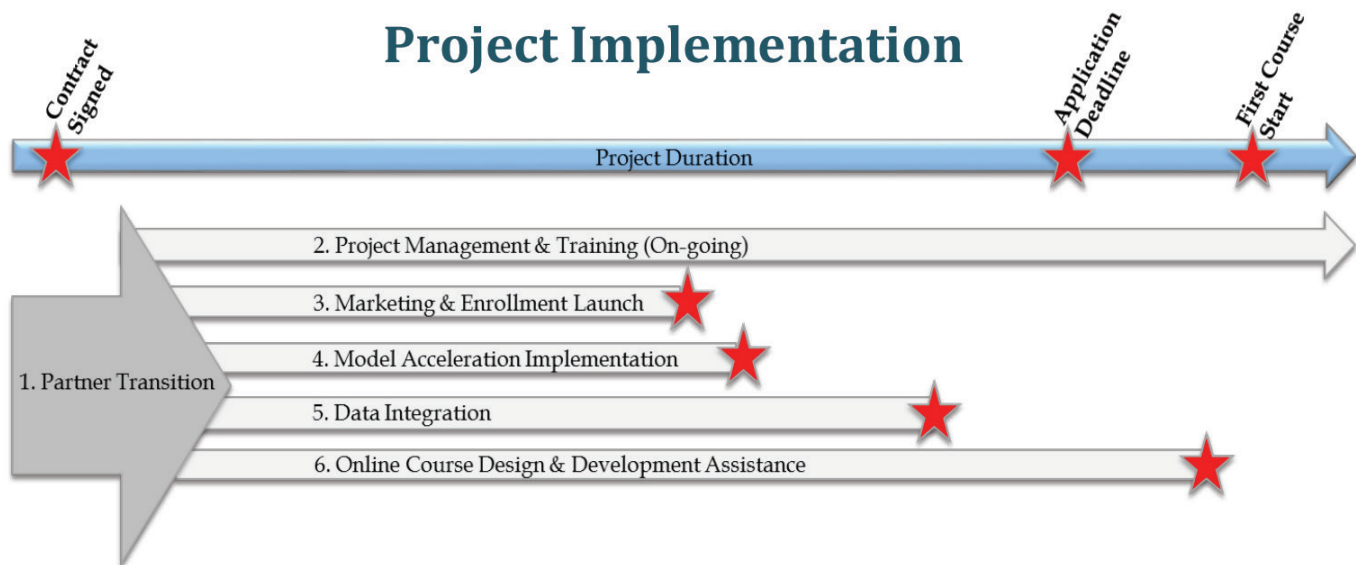
- Define and map out joint processes to support prospective and enrolled online students,
- Delineate AP-specific and Longwood-specific roles and responsibilities in support of prospective and enrolled students,
- Identify inefficiencies and redundancies in the student journey, and eliminate them,
- Agree on the most optimal “future state” for the online student journey and a timeline for its implementation,
- Agree on and document project scope and an implementation plan with timelines and deliverables.

In addition to managing the operational discovery with Longwood, PS will coordinate parallel sessions between the university stakeholders and AP’s Academic Services, Marketing and Technology teams. Each session will focus on understanding Longwood’s existing resources, capabilities and expectations within each area, and result in the joint development with Longwood of a customized roadmap with function-specific objectives to meet the launch dates.

Master Launch Plan

Upon agreement with Longwood on the specific adjustments to the student journey, which may pertain to admission and registration workflows, enrollment cycle times and communication strategy, the PS team will create a master implementation plan with deliverables, timelines and responsible stakeholders to effect the changes. The Longwood-specific plan will also include, among others, agreed-to milestones from the cross-functional discovery sessions with Longwood’s marketing and technology teams, an online program and course development or enhancement timelines, and a transparent mechanism to track progress against the plan. To ensure the launch of Longwood’s online initiative meets the agreed-upon timeframe, the PS team and Longwood will jointly establish project governance with clear accountability structures and escalation pathways.

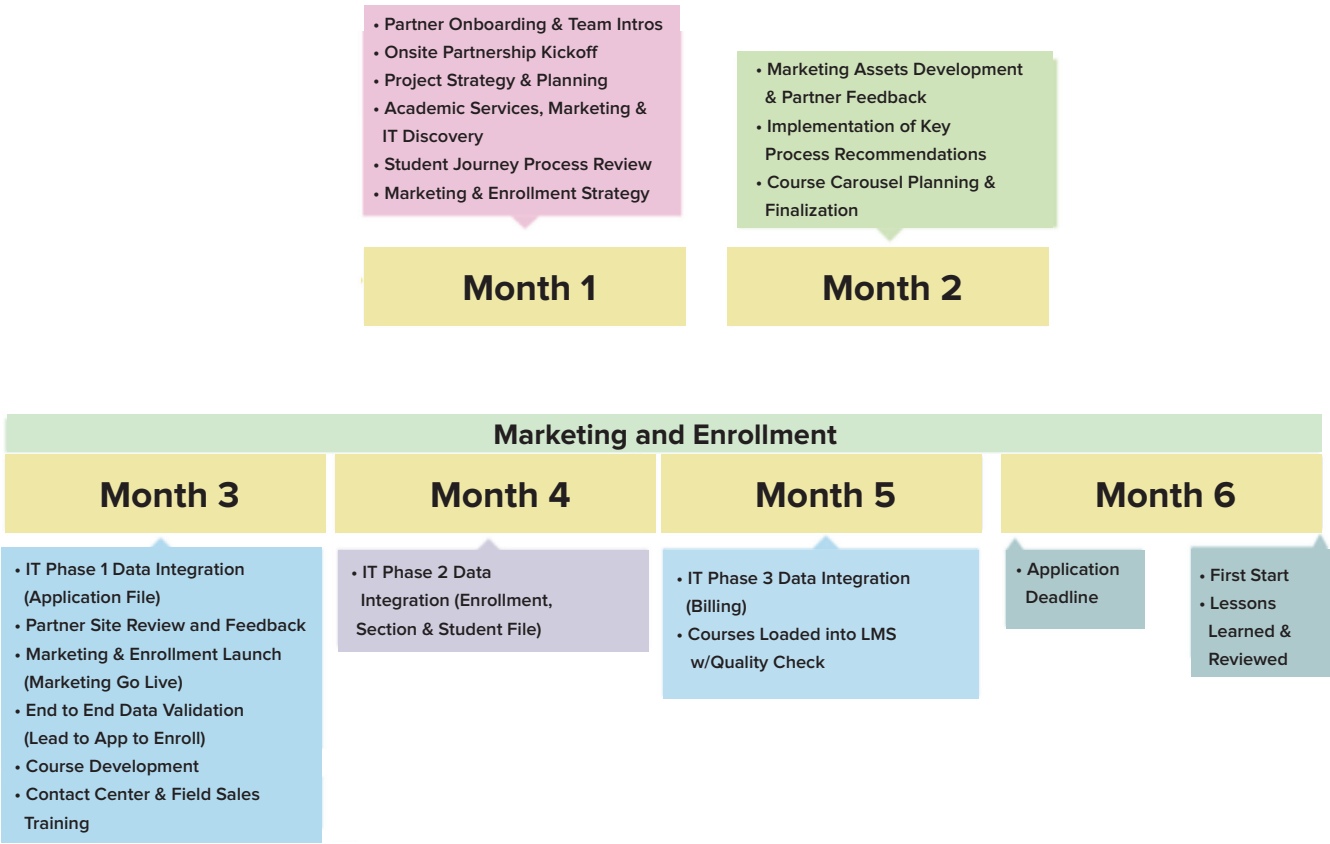
F.2. Longwood’s launch will follow AP’s standardized process based on the attainment of critical milestones across multiple functional areas as demonstrated on the graphic below:



#	Step	Phase or Process	Responsible
1	Partner Support Manager Assignment	Partner Transition	Partner Support
2	Information Handoff	Partner Transition	Managing Director
3	Partner Introductions	Partner Transition	Managing Director
4	Project Planning and Partner Setup	Project Management and Training	Partner Support
5	Marketing and Enrollment Strategy	Marketing and Enrollment Launch	Vertical Lead
6	Business Process Review	Model Acceleration	Partner Support
7	Data Mapping Session	Data Integration	Partner Support
8	Marketing Collateral Development and Review	Marketing and Enrollment Launch	Vertical Lead/Integrated Marketing
9	Online Course Planning	Online Course Design and Development	Academic Services
10	Business Process Analysis and Re-engineering	Model Acceleration	Partner Support
11	Application and Missing Docs File Integration	Data Integration	Partner Support
12	Partner Site Development and Review	Marketing and Enrollment Launch	Vertical Lead/Integrated Marketing
13	Enrollment Services Training	Project Management and Training	Partner Support
14	Marketing and Enrollment Launch	Marketing and Enrollment Launch	Vertical Lead
15	Course Carousel Development	Online Course Design and Development	Academic Services
16	Model Acceleration	Model Acceleration	Partner Support
17	Enrollment, Section and Student File Integration	Data Integration	Partner Support
18	Billing	Data Integration	Partner Support
19	Retention Services Training	Project Management and Training	Partner Support
	Application Deadline	N/A	Partner
20	Partner Readiness Assessment	Project Management and Training	Partner Support
21	Online Course Development	Online Course Design and Development	Academic Services
	First Course Start	N/A	Partner

F.2. In AP’s experience, the average timeframe to launch a new online program is six months following contract signature. A high-level project plan outlining launch-process benchmarks can be found below:

Launch Timeline



For AP’s data transfer guidelines, please see Appendix I.

3. Does your business practice require any access to our learning management system?

F.3. No. AP asks that data from Longwood’s learning management system be extracted into a file and sent to AP on a recurring schedule. In the case of Canvas, AP can may obtain API-based access to student data, if relevant data stewards think that is an acceptable strategy. For specific data file attributes, please refer to page 39.

4. Describe application access requirements to the CBE student administration, learning management systems or other applications (specify other applications).

F.4. Application access requirements are preferred but not required. Access to data from both a student administration and LMS perspective is required for efficient processing across the student life cycle during application, enrollment and retention. Additionally, to ensure effective testing of the ultimate user experience, and to complete AP’s “enduser” understanding of Longwood’s system and process flow, AP prefers at least one user be granted access to applications.

5. Describe requirement/support for real-time access to the CBE student administration or learning management data through a method other than the application.

- F.5.** AP does not require real time access required to any applications.

6. Describe requirement for data from the CBE including data from student administration or learning management applications.

Data Integration

- F.6.** In order to effectively market Longwood's online programs and successfully execute the retention strategy, AP will need to track students' progress through the entire lifecycle, from application to enrollment through graduation. AP will need to link its CRM system to Longwood's instance of Banner to transmit accurate data on prospective and current students to support its call center outreach. The integration approach and data exchange method between AP and Longwood will be determined during the on-boarding process. AP will work with Longwood to schedule daily data exchanges or batch processing of the required dataset. Once the data integration process has been tested and validated, Longwood will be able to automate the daily load and transfer of the data files.

Data Transfer

AP typically receives university data files via secure File Transfer Protocol (SFTP or FTP over SSL with encryption technology) to a shared file location on AP's FTP file server. The integration approach and data exchange method used to exchange data between AP and Longwood will be determined during the data integration on-boarding process.

General Data Requirements

There will be several core components of the data requested from the Longwood SIS: applicants, students, sections, enrollments and financial aid. This data will be integral to the success of Longwood's AP-supported programs, as it will be used to support timely, accurate communication with students and will also guide AP-generated student outreach strategy. AP will request the data be formatted in XML data files.

LMS Data Requirements

The LMS data consists of four core components: enrollments, coursework, section groups and group membership. These data items will be focused on tracking student progress through the student lifecycle. Specific milestones will be tracked in order to optimize communication strategies. AP will only request data for students enrolled in AP partnership programs.

7. Describe support for integration with the CBE's existing systems listed in the background statement including, availability of APIs, toolkits for creating connectors, available services, etc.

- F.7.** AP supports integration with Canvas using their native API. For applications and student information systems, AP may support different integration strategies depending on the systems used by Longwood.

8. Provide a full list of application connectors.

- F.8.** AP does not require direct access to any applications. However, AP supports integration with Canvas using their native API.

9. Describe any other methods of integration supported.

- F.9.** AP currently does not require integration methods other than the previously described application, SIS and LMS data transfer files, as well as API-based integration for Canvas and Blackboard LMS systems, if applicable.

10. Include any additional pricing in your firm's response to section E. Financial.

- F.10.** All of AP's technology, process and integration activities will be provided at no additional cost to Longwood.

11. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG, located at <http://www.vadsa.org/watg>).

- F.11.** AP systems are not used by students and are only used internally by AP associates. However, Canvas technology products and solutions are designed to include capabilities for supporting accessibility for people with disabilities.

12. Indicate whether your firm will provide the CBE the opportunity to observe and analyze a live demo or at least some sort of prototype.

- F.12.** AP can share with Longwood an existing partner case study on site at AP's Dallas headquarters.

G. HOST APPLICATIONS:

1. Describe your approach and policy regarding ownership of customer data that resides in your data center.

- G.1.** University data will always remain under the full control of the university. AP takes Privacy and security very seriously and has implemented measures to detect, protect and prevent breaches. AP follows information security and privacy policies including data classification and protection. University data is always encrypted in motion and can also be encrypted while at rest. AP conforms to FERPA, HIPAA & GLBA and has controls in place to log, report and notify on various levels of data use and/or breaches both internally and externally.

All activities performed by AP involving students' education records will be handled with utmost compliance with all applicable laws and with full knowledge and permission of Longwood. Furthermore, at no time, and in no way, will AP or any of AP's employees change or manipulate those records.

2. Describe customer rights and abilities regarding moving and copying.

- G.2.** AP has policies and controls in place that can manage authentication, access, authorization and privileges to protected resources (data, application, servers, etc) at various levels in addition to segregation of protected resources. These controls can be customized to suit the requirement of Longwood.

3. Describe vendor and partner practices related to moving and copying data.

- G.3.** With respect to vendors and partners, AP has policies and controls in place that can manage authentication, access, authorization and privileges to protected resources (data, application, servers, etc.) at various levels in addition to segregation of protected resources, with additional controls in place to ensure a full background check is required for all vendor personnel working with AP. These controls can be customized to suit the requirement of Longwood.

4. Describe where services and data storage are located geographically.

- G.4.** AP's datacenter vendor is DataBank (Databank Holdings, Ltd.). The facility is located at 400 S. Akard St., Dallas, Tx 75202. AP's services are provided by associates primarily based at it's corporate offices at 600 N Pearl St #900, Dallas, TX 75201.

5. Describe any exit strategies you offer.

- G.5.** In the rare situation where a partner relationship ends, AP has a defined process to anonymize data within the AP internal systems and ensure compliance with governmental regulations and contractual provisions. After the appropriate "teach out" period for existing students, AP will take the steps to either return or anonymize data as well as return all assets owned by the university.

H. SECURITY:

Attached, please find the AP security document that will provide all required information

1. Describe how and where any sensitive data (e.g., credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data), is stored on clients, servers, and participating external devices. Describe how the data are protected (e.g. cryptographic algorithms, key size and handling).

- H.1.** AP follows a very strict security policy and controls on data. AP has information security policies and controls, including a data classification policy that categorizes data into (1) Restricted (2) Private and (3) Public and further classifies data to NPPI, PII, PHI, etc. AP also conforms to FERPA, HIPAA, GLBA, etc. For credit card or transactions that includes payments, AP does have a PCI policy and controls can be implemented in support of PCI, if required.

AP systems and data architecture support persistence of data only on servers. No sensitive data is stored on clients. AP adopts a strong encryption and a crypto algorithm to protect the data as well as logging to track anomalies and data breaches. Detailed description of the method is classified as confidential and proprietary to AP and can only be disclosed with proper non-disclosure and confidentiality agreements and a sharing and destruction process in place.

2. Describe any communications that are not cryptographically protected (e.g., non-https, non-ldaps, non-fts).

H.2. All AP communications are protected.

3. Describe all authentication and authorization processes and options both end user and among component interfaces.

H.3. All of AP's internal systems support dual-factor authentication. AP employees accessing systems outside of the AP office network have a direct access (VPN) based connection that has token-based authentication first, followed by network and subsystem authentication. Once employees login to the applications, their privileges (entitlements & ACL) are based on their configurable, individual credentials.

a. Include interoperability with external authentication and authorization sources (e.g., directories, federations, SSO, two-factor authentication).

H.3.a. Single sign on between AP systems and the university are currently not permitted and dual-factor authentication is a requirement for users coming through the internet. AP has an architecture & design to support directories (Windows AD, Windows Live, Google), federations, and SSO (SAML based).

b. Include all pertinent documentation describing interfaces and configuration options.

H.3.b. AP supports following interfaces:

1. Batch & Scheduled using Secure FTP & FTPS (Cerebrus) with dual-factor, strong encryption
2. REST API (OAuth based)

I. PRIVACY:

Partner shall comply with all applicable State regulations and laws, Federal regulations and laws (e.g., FERPA) and Longwood University policies and standards regarding the protection and security of student records.

1. Provide your privacy statement and that of any partners involved in providing your proposed solution.

I.1. AP security policies and controls are proprietary and confidential. Due to the sensitive nature of information in security policies, AP will be able to share a limited portion of the policies. Relevant documents can be presented by AP technology personnel in person.

2. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.

I.2. Potential student/lead information is collected through program websites created by AP. This information has name/phone number/email address for those leads and is used to contact leads to market partner programs.

3. Describe the specific means used to collect such information (e.g., Cookies, Web Bugs, etc.)

- I.3.** Prospective student information is collected through web forms completed by each individual.

4. Describe how information is stored and kept secure.

- I.4.** All lead information is stored as per the security guidelines described in the security document attached.

5. Specify whether you share the user and/or activity information with other parties. If information is shared with other parties, identify specifically who these parties are and respond to Items a. through c. for each.

- I.5.** AP does not share user and/or activity information with other parties.

a. Identify the type/specific information being shared with a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

- I.5.a.** N/A

b. Describe the specific means used to collect such information (e.g., via forms, cookies, web bugs, etc.)

- I.5.b.** N/A

c. Describe how this information is stored and kept secure.

- I.5.c.** N/A

6. Specify whether your offering includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, please respond to a. through c. below:

- I.6.** AP may get data about potential leads for partner programs from external vendors.

a. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your offering, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.

- I.6.a.** Lead information from vendors will include full name, email address and/or phone number. This information is used to market partner programs to these potential students.

b. Describe the specific means used to collect such information (e.g., via forms, cookies, web bugs, etc.)

I.6.b. This information is collected from external vendors and integrated into AP's systems and stored as part of potential leads for partner programs.

c. Describe how this information is stored and kept secure.

I.6.c. All lead information is stored as per the security guidelines described in the security document attached.

FINANCIAL PROPOSAL

AP will only be compensated based on a success fee of 50% of total program tuition and fees collected as online students progress from course-to-course to graduation. AP will assume virtually all upfront financial risk for the setup of Longwood's online initiative, including the personnel and capital investment required to launch initiatives in the partnership. Mentioned above, the services provided by AP under this 50% revenue share include:

■ **Market Research, Marketing and Recruitment**

Through its subject matter experts, AP will develop and implement a multi-channel marketing and student recruitment strategy for each program category based on market research and analysis. AP utilizes a combination of geo-targeted digital, offline and field sales efforts to attract relevant audiences with specific messaging, branding and collateral.

■ **Academic Services**

AP's AS team will assist Longwood faculty with program- and course-level planning, instructional design, academic innovation, quality reviews, faculty professional development and training, as well as access to faculty grants and best practices in online teaching and learning.

■ **Operational Services**

AP's Partner Support team will assist Longwood's technology, bursar and registrar departments with adjusting and continually optimizing the university's systems and processes to assure the best online student experience.

■ **Enrollment Services**

AP's Longwood program-specific Enrollment Services team will provide all inquiring students information on specific online programs, assisting them in the entire enrollment process, from initial inquiry through the first day of class.

■ **Student Support and Retention Services**

AP's Student Retention Specialists—in collaboration with Longwood advisors—will provide comprehensive support and retention services to Longwood's online students from the first day of class through successful program completion. They will regularly engage with students through various outreach campaigns, payment reminders, check-ins on their well-being and proactively intervene with all "at risk" students.

All underlined text is proprietary information and is protected by section 2.2-4342f of the Code of Virginia.

[REDACTED]

VIII. SPECIAL TERMS AND CONDITIONS:

2. ASSIGNMENT OF CONTRACT:

Academic Partnerships requests that that both we and the University be permitted to assign this agreement. Currently, Academic Partnerships has no intention to make any assignment, however corporate organizational decisions in the future may necessitate such an assignment. We see it is as proper to afford the University the same flexibility.

3. AUDIT:

Academic Partnerships agrees that the University may audit the billing and invoicing records pertaining to a contract resulting from this RFP. However, Academic Partnerships requests that this provision be revised to outline the specific scope of the audits and that reasonable notice be given prior to such audit.

5. CANCELLATION OF CONTRACT:

Because of the significant upfront and continuous investments required by Academic Partnerships in order to launch the University's programs and maintain a high level of performance. It is important that Academic Partnerships have the opportunity to recover the initial investments we made as part of the contract, plus a termination for convenience clause puts any additional investments Academic Partnerships would make as part of new initiatives or expansion at risk, as well.

7. CONTINUITY OF SERVICES:

At the time of the expiration or termination of a contract resulting from this RFP, Academic Partnerships is committed to working with the University and any successor vendor to ensure a smooth transition for the University and its students. However, given the specialized nature of the relationship being considered, Academic Partnerships recommends that it and the University work together to develop a more applicable transition process.

17. RENEWAL OF CONTRACT:

Due to the nature of the services that will be provided in accordance with this proposal, Academic Partnerships would make a substantial investment at the onset of the agreement and throughout the course of our relationship when preparing to launch any strategic initiatives or expansions. We request that this provision, and any provision addressing the term of the contract, be revised to stipulate a term of ten (10) years from the launch of the first program with an option to renew for an additional five (5) years. Academic Partnerships requests that an automatic five (5) year renewal with an expiration option be inserted into the contract. This allows for predictability, consistency, and continuity for a continued relationship as the original term nears expiration.

19. SUBCONTRACTS

In order to provide the best service possible to the University, Academic Partnerships will need to periodically utilize subcontractors for the provision of specialized niche services. Flexibility and efficiency in making these decisions is essential, and obtaining prior express consent of the University is not operationally feasible. Academic Partnerships is happy to discuss and negotiate some form of a notice requirement for certain types of subcontractors if the University so wishes.

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

DSBSD: Department of Small Business and Supplier Diversity.

Small Business: “Small Business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DSBSD-certified women- and minority-owned businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at www.dmbv.virginia.gov (Customer Service).

Offeror's Name: Academic Partnerships, LLC

Preparer Name: Kennon Harrison **Date:** 7/16/18

Instructions

- A. If you are certified by DSBSD as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by DSBSD, are you certified as a **(check only one below)**:

<input type="checkbox"/> Small Business	Certification Number: _____
<input type="checkbox"/> Small and Women-owned Business	
<input type="checkbox"/> Small and Minority-owned Business	Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W) Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
It is not practicable Academic Partnerships to subcontract any portion of its services. If Academic Partnerships finds reason to subcontract a portion of the services provided to Longwood University, it will make its best commercial effort to subcontract with a firm agreeable to the institution.					
Totals \$					

ATTACHMENT C – OFFEROR DATA SHEET (TO BE COMPLETED BY OFFEROR AND RETURNED WITH PROPOSAL)

- A. **Qualification of Offeror:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Indicate below the length of time you have been in business providing the goods/services required herein.

11 Year(s) 2 Month(s)

- B. **References:** List three (3) contacts (preferably a college or university, if available) for whom you have provided this type of service that the University has your permission to contact.

1. Louisiana State University Shreveport/Larry Clark, J.D. Chancellor
Company/Name of Contact Person
1 University Pl, Shreveport, LA 71115
Address
(318) 797-5234 2013-present
Phone Number Date(s) of Service
larry.clark@lsus.edu
Email Address
2. University of Southern Indiana/Mohammed Khayum, Ph.D. Dean, Romain College of Business
Company/Name of Contact Person
8600 University Blvd, Evansville, IN 47712
Address
(812) 465-1681 2016 - present
Phone Number Date(s) of Service
mkhayum@usi.edu
Email Address
3. Southeastern Oklahoma State University/ Tim Boatmun, Ph.D. Dean of Graduate School, e-Programming and Academic Support
Company/Name of Contact Person
425 W University Blvd, Durant, OK 74701
Address
(580) 745-2373 2016 - present
Phone Number Date(s) of Service
tboatmun@se.edu
Email Address



ACADEMIC
PARTNERSHIPS™

DATA INTEGRATION GUIDELINES

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Overview

Academic Partnerships helps its partner universities around the world go online by recruiting and retaining qualified students. In order to be able to effectively market the online offerings of its partners to potential students, and especially to be effective in its retention efforts with existing students, Academic Partnerships must have the ability to track a student's progress through the entire educational process, from initial application to graduation. This requires access to information in several key areas, including student personal and demographical information, course scheduling and availability, the student application process, class enrollment, and the student's progress with assigned coursework.

To satisfy this requirement for data on an ongoing basis, Academic Partnerships has instituted a process of regularly scheduled uploading of the necessary data by its university partners, and then integrating that data into the AP databases for access by AP's systems. This data communication channel is essential to AP's success in the matriculation and enrollment of students.

The data requested by Academic Partnerships comes from two different sources at the university, the university's Student Information System (SIS) and the university's Learning Management System (LMS). In addition, Academic Partnerships requests a billing feed that will indicate the tuition being charged to each student for each course.

The core components of the SIS data being communicated to Academic Partnerships are applicants, students, sections, enrollments, and financial aid. The data is expected to be received in six data files (the required documents data for the applicant is broken out into a separate data file).

The LMS data consists of four core components: enrollments, coursework, section groups, and group membership. The data is expected to be received in four data files: LMS Enrollment, LMS Coursework, LMS SectionGroup, and LMS GroupMembership.

This document outlines the purpose of the data files transfer process in general, the communication methods required, the data integration project timeline, information on each of the expected data files, as well as the specific data items in each file that are required by Academic Partnerships to best fulfill our responsibilities to our university partners.

Purpose

The purpose of the data transfer is, in part, dependent on the university's relationship with Academic Partnerships, and not all of these goals will apply to every partner. However, in most cases, communicating this information serves four primary purposes:

- Facilitate student matriculation
- Manage student retention
- Monitor program success
- Establish clear and transparent invoicing

Communication Methods

Academic Partnerships typically receives the university data files via secure FTP (SFTP or FTP over SSL) to a shared file location on Academic Partnerships' FTP file server. We can, however, accommodate other file transfer protocols. The specific communication method to be used by a university will be determined during the data integration on-boarding process.

Once the data integration process has been tested and validated, the university can automate the daily load and transfer of the data files using the chosen communication method. The automated transfer of the data files should be scheduled between 11pm and 2am daily, Central Standard Time.

Data Integration Project Timeline

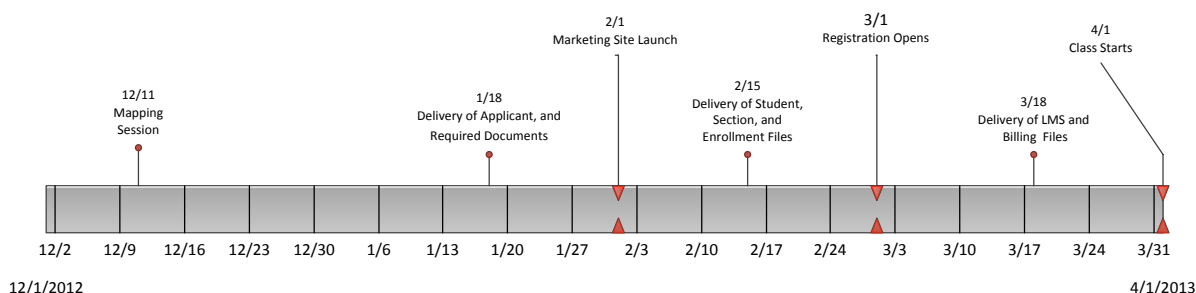
Academic Partnerships has a defined timeline for initiating the data integration process when bringing a new university partner on-board. Following this timeline helps to ensure a timely and smooth transition to integrating the university's live data on a daily basis.

Once the university develops its process for extracting the data and transmitting the data files, Academic Partnerships works with the university to validate that the university's data files are in the format expected and contain the expected data. This process is typically done with test data files, and may involve code/process modification at either the university or Academic Partnerships, or both. Once each of the test data files pass validation, the integration process for that file is considered ready to go "live", and the university can schedule the automation of the file transfer on a nightly basis.

The preferred timeline that Academic Partnerships has developed for the data integration of the university's data files is as follows:

1. The applicant and required document files should be validated and ready for live transmission by two weeks prior to the anticipated market launch of Academic Partnerships' first online course offering at the university.
2. The student, section, and enrollment data files should be validated and ready for live transmission by two weeks prior to the opening of online course registration for the Academic Partnerships' online course offering. The initial registration process typically opens within a month after the initial market launch.
3. The four LMS data files (LMS Enrollment, LMS Coursework, LMS SectionGroup, and LMS GroupMembership) should be validated and ready for live transmission by two weeks prior to the start date of the applicable course and section. The class start date is typically one month after registration for the class opens.
4. **For two weeks after the start of online registration, the university needs to be alert and responsive to data issues discovered in the live data being transmitted to Academic Partnerships.**
5. The billing file should be validated and tested by two weeks prior to the start date of the applicable course and section.

A sample data integration timeline, using a marketing launch date of 12/1 and a class starting date of 4/1, is displayed below.



Data Files

Applicant

The applicant file contains information on potential students that have applied to the university. This file is the most comprehensive of the data files and reflects all the required demographic information about the student, as well as the student's status in the admissions process. This data feed should include all applicants interested in participating in programs managed by Academic Partnerships.

Required Document

The student applicant may be required by the university to supply documentation that supports his/her background or current status. The required document file contains the name of each of the documents required by the university for each applicant, as well as the date that each document was received by the university. Those documents that have not yet been received by the university will have a blank received date. This data feed should include all required documents for all potential applicants contained in the applicant file.

Student

Once an applicant is admitted to the university, they became a student. Students are uniquely identified by their university student ID. A user's university student ID should be static through the student's tenure at the university. (If a student ID should change, it could potentially cause subsequent orphaned data for the student in the system.)

The student data file contains information on students, including name, email address, university program, and university and program acceptance status. This data feed is ongoing and should include all students recruited by Academic Partnerships.

Section

A section is a specific instance of a course offering. It denotes a specific window of time for which a course is offered, such as ENG 101 spring semester. Different SIS systems have different naming conventions for this concept such as “session”, “section”, etc.. Multiple sections of a course may share the same window of time whenever the course is broken up due to class size, instructor, or other business rules. For example, a single English course might be taught by two separate instructors due to a high number of enrollments. This could potentially be two sections, or the two offerings might be combined into one logical section.

A unique section identifier, or section ID, identifies a distinct logical section. If multiple versions of the same course are offered concurrently and students will need to be segregated into separate sections of the course, a separate section ID will need to be provided for each version and assigned to each student in the enrollment file. If a unique identifier isn’t available, such as a primary key from the SIS or other system, then a concatenation of the course number, program and date or term can act as a surrogate key, e.g. ENGL-1301-EMBA-20110501. This will describe a section without ambiguity for one term.

The section data file contains information on sections, including section ID, course name, start date, and end date. This data feed should include all sections containing enrollments for students recruited by Academic Partnerships for the previous, current, and upcoming terms.

Enrollment

The enrollment file contains data involved with students enrolling in university courses. It includes the student’s ID, section ID, role (usually “Student”), enrollment status, and other key data points pertaining to the enrollment.

The enrollment status should accurately reflect the status of the student’s enrollment in the section. If the student enrolls and the enrollment is accepted, a new enrollment record should reflect that the student is actively enrolled in the course. If there is a reason that the student should no longer have access to the class, i.e., they drop the course, do not fulfill their financial obligation, etc., then the enrollment status should reflect this.

This data feed should include all enrollments, active and inactive, for all students recruited by Academic Partnerships for the previous, current, and upcoming terms.

LMS Enrollment

The LMS enrollment file contains data from the LMS system concerning student enrollments in courses, and some key indicators of a student's participation in a course. It includes the enrollment status (active or inactive), last course login time, and total time spent online for the course.

This data feed should include all enrollments, active and inactive, for all students recruited by Academic Partnerships for the previous, current, and upcoming terms.

LMS Coursework

The LMS coursework file contains data from the LMS system tracking each student's progress with assigned tasks over the term of a course. A separate data record exists for each section/student/coursework item combination in the LMS. For each coursework item, It includes the id and name of the item, due date and submitted date, the number of points possible and points received, and the grade category and category weight.

This data feed should include the coursework for all active students recruited by Academic Partnerships for the previous, current, and upcoming terms.

LMS Section Group

The LMS section group file contains data from the LMS system regarding the sections that have been setup within the course sections. A section typically consists of two or more groups. However, an entire section may be contained within a single group, or a section may not contain any groups. In the latter case, a section group record should be sent with empty group id and group name fields.

The data captured in the LMS section group file includes the id and name of the group, the section the group belongs to, the id, name, and email address of the primary instructor for the section, as well as the id, name, and email address of the instructor, teacher assistant, or coach assigned to the group.

This data feed should include data for all of the sections which contain students recruited by Academic Partnerships for the previous, current, and upcoming terms.

LMS Group Membership

The LMS group membership file contains data from the LMS system matching up students with the section groups to which they belong. A student may belong to one or more groups within a section.

This data feed should include the group assignments for all active students recruited by Academic Partnerships for the previous, current, and upcoming terms.

Billing

The billing file contains the data that will constitute the basis for what Academic Partnerships will invoice for specific courses for specific terms. This data feed should include a listing of students enrolled in a specified courses as of the contractually agreed upon census date. This feed should also include the base tuition fee charged to the student. Academic Partnership will utilize this information to create an invoice based upon the payment terms in the contract. The Billing feed is the only data feed that does not need to be delivered nightly. This feed is needed as close to the course census data as possible.

Supplementary Data and Crosswalks

Academic Partnerships will be integrating several data items into a centralized customer relationship management (CRM) repository. For purposes internal to Academic Partnerships, some data items must be standardized. It is therefore extremely helpful to have some additional, supplemental information and “crosswalks” to ensure Academic Partnerships properly interprets all of the values that are or may be received.

Crosswalks

In general, the fields for which Academic Partnerships is requesting this information have the word “code” in the title. Typically, Academic Partnerships receives crosswalk information in simple table or spreadsheet during the initial data integration efforts.

Required Document Matrix

One of the priorities of the Academic Partnership recruiting specialists is to ensure that all documents required to complete an application have been submitted. It is therefore helpful for Academic Partnerships to have a matrix of all of the possible documents required for each program and how they are utilized. This information will be used in conjunction with the required documents data feed to ensure the necessary data is being received and correctly interpreted.

Data File Formats

Academic Partnerships standard data communication format is XML using ISO-8859-1 encoding. This is chosen because of the self-describing nature of the data format and its ability to mitigate formatting issues such as characters in the data that may cause problems. The standard XML schemas are depicted in Appendix B of this document.

The specific details of the data format to be used by a university partner will be documented and validated during the on-boarding process with the university.

Data File Naming Conventions

In order to ensure unique and useful file names, the data files should conform to the following convention:

UniversityAbbreviation-DataFeedIdentifier-Date-Time.xml

The data and time information is necessary to differentiate between files that may get sent the same day. The date should be formatted as *mmddyyyy*, and the time should be formatted as *hh24mmss*.

For example, if the abbreviation for the university is “TSU”, names for files submitted on March 1, 2013 at exactly 1:01 in the morning would be as follows:

1. *TSU-Applicants-03012013-010100.xml*
2. *TSU-ReqDocs-03012013-010100.xml*
3. *TSU-Student-03012013-010100.xml*
4. *TSU-Section-03012013-010100.xml*
5. *TSU-Enrollment-03012013-010100.xml*
6. *TSU-LMSEnrollment-03012013-010100.xml*
7. *TSU-FinAid-03012013-010100.xml*
8. *TSU-LMSCourseWork-03012013-010100.xml*
9. *TSU-LMSSection-03012013-010100.xml*
10. *TSU-LMSGroup-03012013-010100.xml*
11. *TSU-Billing-03012013-010100.xml*

Data Field Formats

Dates

Most dates should be formatted as *MM/DD/YYYY* and do not require time stamps with the exception of effective dates. Effective dates are used for transaction order processing in the event of duplicate records for the same event. All effective dates should contain time stamps and should be formatted as *MM/DD/YYYY hh:mm:ss*.

Phone Numbers

Domestic phone numbers should be in *Area code-Exchange-Suffix-Extension* format, e.g., 214-332-1324. International phone numbers should include country codes and should not include any special characters.

Extensions should be appended to the end of the phone, prefixed with an 'x'.

International phone numbers should be formatted as *+CountryCode-LocalNumber*, e.g., +86-1069445464.

Information Security & Privacy

At Academic Partnerships, Information Security & data protection has always been the foundation of our relationship with our University partners and customers. We understand and respect privacy and safeguard information.

In order to preserve that trust, Academic Partnerships has an information security function that is responsible to develop & maintain security policies and controls. AP has a very strict security policy complemented with controls & processes to protect data. AP information security policy also includes a data classification policy that categorizes data into (1) Restricted (2) Private and (3) Public and further sub classifies data to NPPI, PII, PHI, etc. to provide multiple layered degrees of protection

AP conforms to FERPA, HIPAA, GLBA, POPI (South Africa). For credit card or transactions that includes payments, AP also supports a PCI policy and controls can be implemented in support of payment transactions that require PCI conformance if required.

Infrastructure & Network***Infrastructure***

- All systems and platforms are hosted in AP cloud (Virtual Private cloud) in a primary and failover sites
- Systems are hosted in support of Data Residency standards, hence the system and their databases reside in AP data centers in the country they operate.
- AP also has a NOC (Network operations center) and SOC (Security operations center) that monitors our systems to ensure utmost availability and intrusion prevention
- Service management function in place that consists of a help desk that can be provided with 24x7 technical support
- Academic Partnerships systems are hosted in a redundant private cloud environment and have the following certifications.
 - SSAE 16 SOC 1, Type II and SOC 2, Type 1.
 - PCIDDS section 9 & 12. (Physical security)
 - PCIDSS for managed environments.
 - HIPP physical security attestation.

Redundant firewall system

- Academic Partnerships Data Networks are all designed with a DMZ , Public & Corporate design and is protected by redundant Cisco ASA Firewalls in active / passive mode.
- Admin access to all network gear is performed with Active directory security groups.
- All system passwords are stored in a Password Safe application with restricted access.

Intrusion detection system (IDS)

- Academic Partnerships has three levels of monitoring for suspicious activity on the network.
 - ISPs monitor all traffic into and out of the Academic Partnerships Network.
 - Datacenters monitor all traffic in and out of Academic Partnerships Datacenter network.
 - AP's infrastructure team monitors all systems using SolarWinds, LanSweeper and server log analytics

Academic Partnerships Security Posture overview_

Technology – Information Security

- Suspicious activities monitored for :
 - Excessive amounts of network traffic to or from a switch port
 - Repetitive network traffic to or from a switch port
 - Rapid log growth on any system
 - Excessive packet loss of data
 - Connectivity loss on the network.

Personal Device Security

- All corporate laptops that are deployed in the field have encryption on the hard drive, to protect corporate data. This encryption prevents data from being recovered from lost or stolen machines.
- Active Directory Group policy is set up to force workstations to lock if the machine has been idle for over 5 min.
- Microsoft System Center application is used to allow Academic Partnerships IT Service Desk staff to add, remove, or modify applications and setting on workstations.
- All corporate IT resources are marked with an asset tag barcode that is recorded in the inventory managed by the desktop services team.

Virus and Malware prevention

- Academic Partnerships uses Microsoft EOP for virus and malware protection on all of the servers and workstations on the network. The security definition policies are updated as they are released to all clients.
- In addition to scanning machines Academic Partnerships uses a Microsoft EOP service to scan all inbound e-mail, before it arrives to on Academic Partnerships Exchange mail servers.

Vulnerability Scanning and Audits

- Academic Partnerships has outside security audits and penetration tests performed annually.

Network User ID Management

Academic Partnerships policy requirements for UserID creation, deletion and modification are:

- Only named accounts are allowed in Active Directory no generic general access accounts.
- HR must submit a support request for new hires for IT to create the user account.
- HR must submit a support request for new contract workers for IT to create the user account. All contractor accounts in Active Directory have an expiration data on the account that matches the term of the contract.

Password Policies and Procedures

- To Increase security on all systems Academic Partnerships has an extensive password policy.
- Academic Partnerships requires named accounts on network and enforces strong passwords.
 - Passwords expire every 90 days
 - When passwords are changed they must be different than the last 8 passwords used.
 - Strong passwords are required (at least 3 of the following five character classes are required

Data & Systems Integration

- All data transmissions to and from Academic Partnerships, partners is done using encrypted data transfer methods. (FTPS, SFTP or API calls over HTTPS connections). Data is encrypted in transmission. AP database server is behind several layers of security controls and access to data on servers are restricted and segregated based on role to employees.
- All Academic Partnerships Employees are granted access to data via systems based on their job code & role (RBAC – Role based access control). This ensures only authorized employees can access the data required to perform their job and restricted to specific area or data sets on the system. Upon change in a role of an employee in the company or separation from the company there is a process that is initiated via Human Resources upon which access permissions are adjusted or removed as needed.
- Data is not shared with any other entities other than AP employees or Contractors
- Academic Partnerships has policies that are implemented via detailed data classification and handling procedures
- Data Residency: Academic Partnerships supports and conforms to data residency standards as a result data resides in the continent or country of operation of our university partners based on required standards
- All employees and contractors of AP go through background checks performed through AP HR Department. Additionally all technology vendors are vetted by Technology Vendor management and governance to ensure compliance
- AP data center provider performs annual SSAE 16 Soc2 reports that are reviewed by AP, additionally AP performs an annual independent third party Penetration testing of our infrastructure.

Communication

- Email communication channels are secure with controls in place to prevent Phishing, SPAM, Malware etc.



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