

APOLLO GROUP, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The following tables set forth selected unaudited quarterly financial information for each of our last eight quarters:

	(Unaudited)			
	2012			
	Q1	Q2	Q3	Q4
	November 30	February 29	May 31	August 31
<i>(In thousands, except per share data)</i>				
Consolidated Quarterly Statements of Income:				
Net revenue	\$ 1,171,900	\$ 962,682	\$ 1,122,258	\$ 996,497
Costs and expenses:				
Instructional and student advisory	453,281	425,607	466,117	455,564
Marketing	165,564	158,973	158,583	180,322
Admissions advisory	101,388	101,405	95,290	85,852
General and administrative	79,899	83,994	88,085	92,322
Depreciation and amortization	46,167	41,854	45,042	44,741
Provision for uncollectible accounts receivable	41,583	30,996	35,430	38,733
Goodwill and other intangibles impairment	16,788	—	—	—
Restructuring and other charges	5,562	16,148	7,577	9,408
Litigation charge	—	—	4,725	—
Total costs and expenses	910,232	858,977	900,849	906,942
Operating income	261,668	103,705	221,409	89,555
Interest income	506	215	160	306
Interest expense	(1,999)	(1,789)	(2,830)	(5,127)
Other, net	140	218	(402)	520
Income from continuing operations before income taxes	260,315	102,349	218,337	85,254
Provision for income taxes	(115,179)	(43,108)	(87,059)	(37,726)
Income from continuing operations	145,136	59,241	131,278	47,528
Income from discontinued operations, net of tax	2,148	1,930	3,104	26,641
Net income	147,284	61,171	134,382	74,169
Net loss (income) attributable to noncontrolling interests	2,030	2,711	(348)	1,279
Net income attributable to Apollo	\$ 149,314	\$ 63,882	\$ 134,034	\$ 75,448
Earnings per share – Basic: ⁽¹⁾				
Continuing operations attributable to Apollo	\$ 1.13	\$ 0.50	\$ 1.11	\$ 0.47
Discontinued operations attributable to Apollo	0.02	0.01	0.02	0.20
Basic income per share attributable to Apollo	\$ 1.15	\$ 0.51	\$ 1.13	\$ 0.67
Earnings per share – Diluted: ⁽¹⁾				
Continuing operations attributable to Apollo	\$ 1.13	\$ 0.49	\$ 1.11	\$ 0.46
Discontinued operations attributable to Apollo	0.01	0.02	0.02	0.20
Diluted income per share attributable to Apollo	\$ 1.14	\$ 0.51	\$ 1.13	\$ 0.66
Basic weighted average shares outstanding	130,318	125,298	118,134	112,815
Diluted weighted average shares outstanding	130,874	126,467	118,793	113,539

⁽¹⁾ The sum of quarterly income per share may not equal annual income per share due to rounding.

APOLLO GROUP, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

	(Unaudited)			
	2011			
	Q1	Q2	Q3	Q4
	November 30	February 28 ⁽¹⁾	May 31	August 31
<i>(In thousands, except per share data)</i>				
Consolidated Quarterly Statements of Operations:				
Net revenue	\$ 1,320,519	\$ 1,042,412	\$ 1,227,898	\$ 1,120,220
Costs and expenses:				
Instructional and student advisory	452,557	417,943	454,305	435,181
Marketing	165,936	156,957	160,846	170,660
Admissions advisory	113,752	102,283	99,923	99,428
General and administrative	84,874	84,344	87,857	98,473
Provision for uncollectible accounts receivable	56,909	45,540	39,217	39,631
Depreciation and amortization	36,325	38,809	41,023	41,529
Restructuring and other charges	3,846	—	—	19,067
Goodwill and other intangibles impairment	—	219,927	—	—
Litigation charge (credit), net	881	1,574	2,048	(16,454)
Total costs and expenses	915,080	1,067,377	885,219	887,515
Operating income (loss)	405,439	(24,965)	342,679	232,705
Interest income	899	704	783	498
Interest expense	(2,170)	(1,654)	(2,383)	(2,724)
Other, net	(54)	313	(1,864)	17
Income (loss) from continuing operations before income taxes	404,114	(25,602)	339,215	230,496
Provision for income taxes	(169,084)	(75,465)	(129,284)	(45,303)
Income (loss) from continuing operations	235,030	(101,067)	209,931	185,193
Income (loss) from discontinued operations, net of tax	638	3,994	3,334	(1,257)
Net income (loss)	235,668	(97,073)	213,265	183,936
Net (income) loss attributable to noncontrolling interests	(255)	33,035	(825)	4,676
Net income (loss) attributable to Apollo	\$ 235,413	\$ (64,038)	\$ 212,440	\$ 188,612
Earnings (loss) per share – Basic: ⁽²⁾				
Continuing operations attributable to Apollo	\$ 1.61	\$ (0.48)	\$ 1.50	\$ 1.39
Discontinued operations attributable to Apollo	—	0.03	0.02	(0.01)
Basic income (loss) per share attributable to Apollo	\$ 1.61	\$ (0.45)	\$ 1.52	\$ 1.38
Earnings (loss) per share – Diluted: ⁽²⁾				
Continuing operations attributable to Apollo	\$ 1.60	\$ (0.48)	\$ 1.49	\$ 1.38
Discontinued operations attributable to Apollo	0.01	0.03	0.02	(0.01)
Diluted income (loss) per share attributable to Apollo	\$ 1.61	\$ (0.45)	\$ 1.51	\$ 1.37
Basic weighted average shares outstanding	146,352	142,354	139,856	136,594
Diluted weighted average shares outstanding	146,663	142,354	140,343	137,295

⁽¹⁾ The effective income tax rate and net loss attributable to noncontrolling interests was significantly affected in the second quarter of fiscal year 2011 by BPP goodwill and other intangibles impairment charges.

⁽²⁾ The sum of quarterly income per share may not equal annual income per share due to rounding and the net loss in the second quarter of fiscal year 2011.

Item 9 – Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A – Controls and Procedures

Disclosure Controls and Procedures

We intend to maintain disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the specified time periods and accumulated and communicated to our management, including our Chief Executive Officer (“Principal Executive Officer”) and our Senior Vice President and Chief Financial Officer (“Principal Financial Officer”), as appropriate, to allow timely decisions regarding required disclosure. We have established a Disclosure Committee, consisting of certain members of management, to assist in this evaluation. Our Disclosure Committee meets on a quarterly basis and more often if necessary.

Our management, under the supervision and with the participation of our Principal Executive Officer and Principal Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) promulgated under the Securities Exchange Act), as of the end of the period covered by this report. Based on that evaluation, management concluded that, as of that date, our disclosure controls and procedures were effective at the reasonable assurance level.

Attached as exhibits to this Annual Report on Form 10-K are certifications of our Principal Executive Officer and Principal Financial Officer, which are required in accordance with Rule 13a-14 of the Securities Exchange Act. This Disclosure Controls and Procedures section includes information concerning management’s evaluation of disclosure controls and procedures referred to in those certifications and, as such, should be read in conjunction with the certifications of our Principal Executive Officer and Principal Financial Officer.

Management’s Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining effective internal control over financial reporting. Management’s intent is to design a process to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP in the United States of America.

Our internal control over financial reporting includes those policies and procedures that:

- (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Management performed an assessment of the effectiveness of our internal control over financial reporting as of August 31, 2012 , utilizing the criteria described in the “Internal Control – Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission. The objective of this assessment was to determine whether our internal control over financial reporting was effective as of August 31, 2012 . Based on our assessment, management believes that, as of August 31, 2012 , the Company’s internal control over financial reporting is effective.

Our independent registered public accounting firm, Deloitte & Touche LLP, independently assessed the effectiveness of the Company’s internal control over financial reporting. Deloitte & Touche LLP has issued a report, which is included at the end of Part II, Item 9A of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There have not been any changes in our internal control over financial reporting during the quarter ended August 31, 2012 , that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Apollo Group, Inc. and Subsidiaries
Phoenix, Arizona

We have audited the internal control over financial reporting of Apollo Group, Inc. and subsidiaries (the “Company”) as of August 31, 2012, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of August 31, 2012, based on the criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended August 31, 2012 of the Company, and our report dated October 22, 2012 expressed an unqualified opinion on those financial statements.

/s/ **DELOITTE & TOUCHE LLP**

Phoenix, Arizona
October 22, 2012

Item 9B – Other Information

None.

PART III

Item 10 – Directors, Executive Officers and Corporate Governance

Information relating to our Board of Directors, Executive Officers, and Corporate Governance required by this item appears in the Information Statement for Apollo Group, Inc., to be filed within 120 days of our fiscal year end (August 31, 2012) and such information is incorporated herein by reference.

Our employees must act ethically at all times and in accordance with the policies in our Code of Business Ethics. We require full compliance with this policy from all designated employees including our Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer. We publish the policy, and any amendments or waivers to the policy, in the Corporate Governance section of our website located at www.apollogrp.edu/CorporateGovernance/CorporateGovernance.aspx.

Item 11 – Executive Compensation

Information relating to this item appears in the Information Statement for Apollo Group, Inc., to be filed within 120 days of our fiscal year end (August 31, 2012) and such information is incorporated herein by reference.

Item 12 – Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information relating to this item appears in the Information Statement for Apollo Group, Inc., to be filed within 120 days of our fiscal year end (August 31, 2012) and such information is incorporated herein by reference.

Item 13 – Certain Relationships and Related Transactions, and Director Independence

Information relating to this item appears in the Information Statement for Apollo Group, Inc., to be filed within 120 days of our fiscal year end (August 31, 2012) and such information is incorporated herein by reference.

Item 14 – Principal Accounting Fees and Services

Information relating to this item appears in the Information Statement for Apollo Group, Inc., to be filed within 120 days of our fiscal year end (August 31, 2012) and such information is incorporated herein by reference.

PART IV

Item 15 – Exhibits, Financial Statement Schedules

(a) The following documents are filed as part of this Annual Report on Form 10-K:

1. *Financial Statements filed as part of this report*

Index to Consolidated Financial Statements

	Page
Report of Independent Registered Public Accounting Firm	87
Consolidated Balance Sheets	88
Consolidated Statements of Income	89
Consolidated Statements of Comprehensive Income	90
Consolidated Statements of Changes in Shareholders' Equity	91
Consolidated Statements of Cash Flows	92
Notes to Consolidated Financial Statements	93

2. *Financial Statement Schedules*

All financial statement schedules have been omitted since the required information is not applicable or is not present in amounts sufficient to require submission of the schedule, or because the information required is included on the Consolidated Financial Statements and Notes thereto.

3. Exhibits

Index to Exhibits

<u>Exhibit</u> <u>Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>				
		<u>Form</u>	<u>File No.</u>	<u>Exhibit</u> <u>Number</u>	<u>Filing Date</u>	<u>Filed Herewith</u>
2.1	Agreement and Plan of Merger by and among Carnegie Learning, Inc., Apollo Group, Inc., BHCL Acquisition Co. and CLI Shareholder Representative, LLC, dated August 2, 2011 ⁽¹⁾	10-K	No. 000-25232	2.1	October 20, 2011	
2.2	First Amendment to Agreement and Plan of Merger by and among Carnegie Learning, Inc., Apollo Group, Inc., BHCL Acquisition Co. and CLI Shareholder Representative, LLC, dated August 31, 2011	10-K	No. 000-25232	2.2	October 20, 2011	
2.3	Technology Assignment and License Agreement by and between Apollo Group, Inc., Carnegie Mellon University and Carnegie Learning, Inc., dated August 2, 2011 ⁽¹⁾	10-K	No. 000-25232	2.3	October 20, 2011	
3.1	Amended and Restated Articles of Incorporation of Apollo Group, Inc., as amended through June 20, 2007	10-Q	No. 000-25232	3.1	January 7, 2010	
3.2	Amended and Restated Bylaws of Apollo Group, Inc.	10-Q	No. 000-25232	3.2	April 10, 2006	
10.1	Apollo Group, Inc. Long-Term Incentive Plan*	S-1	No. 33-83804	10.3	September 9, 1994	
10.2	Apollo Group, Inc. Plan Amendment to Long-Term Incentive Plan*	10-Q	No. 000-25232	10.5	June 28, 2007	
10.3	Apollo Group, Inc. Plan Amendment to Long-Term Incentive Plan*	10-K	No. 000-25232	10.3	October 27, 2009	
10.4	Apollo Group, Inc. Amended and Restated Savings and Investment Plan*	10-Q	No. 000-25232	10.4	January 14, 2002	
10.5	Apollo Group, Inc. Third Amended and Restated 1994 Employee Stock Purchase Plan*	10-K	No. 000-25232	10.5	November 14, 2005	
10.6	Apollo Group, Inc. 2000 Stock Incentive Plan (as amended and restated June 25, 2009)*	10-Q	No. 000-25232	10.3	June 29, 2009	
10.7	Apollo Group, Inc. 2000 Stock Incentive Plan Amendment (effective June 24, 2010)*	8-K	No. 000-25232	10.3	June 30, 2010	
10.8	Apollo Group, Inc. Amended and Restated 2000 Stock Incentive Plan Amendment (effective October 6, 2011)*	10-K	No. 000-25232	10.8	October 20, 2011	
10.9	Apollo Group, Inc. Amended and Restated 2000 Stock Incentive Plan Amendment (effective December 8, 2011)*	10-Q	No. 000-25232	10.2	March 26, 2012	
10.10	Form of Performance Share Award Agreement*	8-K	No. 000-25232	10.2	June 30, 2010	
10.11	Form of Apollo Group, Inc. Non-Employee Director Stock Option Agreement*	10-Q	No. 000-25232	10.6	June 28, 2007	
10.12	Form of Apollo Group, Inc. Non-Employee Director Stock Option Agreement With Limited Transferability*	10-K	No. 000-25232	10.10	October 20, 2011	
10.13	Form of Apollo Group, Inc. Non-Employee Director Restricted Stock Unit Award Agreement*	10-Q	No. 000-25232	10.7	June 28, 2007	
10.14	Form of Apollo Group, Inc. Stock Option Agreement (for officers with an employment agreement)*	10-Q	No. 000-25232	10.3	January 8, 2009	
10.15	Form of Non-Statutory Stock Option Agreement (for officers without an employment agreement)*	10-Q	No. 000-25232	10.4	January 8, 2009	

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>				
		<u>Form</u>	<u>File No.</u>	<u>Exhibit Number</u>	<u>Filing Date</u>	<u>Filed Herewith</u>
10.16	Form of Non-Statutory Stock Option Agreement With Limited Transferability (for officers without an employment agreement)*	10-K	No. 000-25232	10.1	October 20, 2011	
10.17	Form of Apollo Group, Inc. Stock Option Agreement With Limited Transferability (for officers with an employment agreement)*	10-K	No. 000-25232	10.2	October 20, 2011	
10.18	Form of Apollo Group, Inc. Restricted Stock Unit Award Agreement (for officers with an employment agreement)*	10-Q	No. 000-25232	10.1	January 8, 2009	
10.19	Form of Apollo Group, Inc. Restricted Stock Unit Award Agreement (for officers without an employment agreement)*	10-Q	No. 000-25232	10.2	January 8, 2009	
10.20	Form of Restricted Stock Unit Award Agreement (Special Retention Award - Form A)*	10-Q	No. 000-25232	10.1	March 29, 2011	
10.21	Form of Restricted Stock Unit Award Agreement (Special Retention Award - Form B)*	10-Q	No. 000-25232	10.2	March 29, 2011	
10.22	Form of Restricted Stock Unit Award Agreement With Performance Condition and Partial Service Vesting Acceleration*	10-K	No. 000-25232	10.20	October 20, 2011	
10.23	Form of Performance Share Award Agreement (Apollo Global Metrics)*	10-K	No. 000-25232	10.21	October 20, 2011	
10.24	Form of Performance Share Award Agreement (Apollo Group Metrics)*	10-K	No. 000-25232	10.22	October 20, 2011	
10.25	Aptimus, Inc. 2001 Stock Plan*	S-8	No. 333-147151	99.1	November 5, 2007	
10.26	Apollo Group, Inc. Stock Option Assumption Agreement Aptimus, Inc. 2001 Stock Plan*	S-8	No. 333-147151	99.2	November 5, 2007	
10.27	Apollo Group, Inc. Stock Appreciation Right Assumption Agreement Aptimus, Inc. 2001 Stock Plan*	S-8	No. 333-147151	99.3	November 5, 2007	
10.28	Aptimus, Inc. 1997 Stock Option Plan, as amended*	S-8	No. 333-147151	99.4	November 5, 2007	
10.29	Apollo Group, Inc. Stock Option Assumption Agreement Aptimus, Inc. 1997 Stock Option Plan, as amended*	S-8	No. 333-147151	99.50	November 5, 2007	
10.30	Apollo Group, Inc. Executive Officer Performance Incentive Plan (as amended and restated effective as of October 6, 2011)*	10-K	No. 000-25232	10.28	October 20, 2011	
10.31	Amendment to Apollo Group, Inc. Executive Officer Performance Incentive Plan (as amended and restated effective as of October 6, 2011) (effective December 8, 2011)*	10-Q	No. 000-25232	10.2	January 5, 2012	
10.32	Apollo Group, Inc. Deferral Election Program for Non-Employee Board Members*	10-K	No. 000-25232	10.20	October 27, 2009	
10.33	Apollo Group, Inc. Senior Executive Severance Pay Plan (as amended and restated effective as of January 1, 2012)*	10-Q	No. 000-25232	10.1	March 26, 2012	
10.34	Form of Indemnification Agreement - Employee Director*	10-K	No. 000-25232	10.23	October 21, 2010	
10.35	Form of Indemnification Agreement - Outside Director*	10-K	No. 000-25232	10.23	October 21, 2010	
10.36	Amended and Restated Employment Agreement between Apollo Group, Inc. and John G. Sperling, dated December 31, 2008*	10-Q	No. 000-25232	10.1	January 8, 2009	

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>				<u>Filed Herewith</u>
		<u>Form</u>	<u>File No.</u>	<u>Exhibit Number</u>	<u>Filing Date</u>	
10.37	Amended and Restated Deferred Compensation Agreement between Apollo Group, Inc. and John G. Sperling, dated December 31, 2008*	10-Q	No. 000-25232	10.1	January 8, 2009	
10.38	Shareholder Agreement among Apollo Group, Inc. and holders of Apollo Group Class B common stock, dated September 7, 1994	S-1	No. 33-83804	10.1	September 9, 1994	
10.38b	Amendment to Shareholder Agreement among Apollo Group, Inc. and holders of Apollo Group Class B common stock, dated May 25, 2001	10-K	No. 000-25232	10.10b	November 28, 2001	
10.38c	Amendment to Shareholder Agreement among Apollo Group, Inc. and holders of Apollo Group Class B common stock, dated June 23, 2006	10-K	No. 000-25232	10.23c	October 27, 2009	
10.38d	Amendment to Shareholder Agreement among Apollo Group, Inc. and holders of Apollo Group Class B common stock, dated May 19, 2009	10-K	No. 000-25232	10.23d	October 27, 2009	
10.39	Amended and Restated Employment Agreement between Apollo Group, Inc. and Gregory W. Cappelli, dated April 2, 2011*	10-Q	No. 000-25232	10.3	June 30, 2011	
10.40	Letter Agreement between Apollo Group, Inc. and Gregory W. Cappelli, dated September 5, 2012*					X
10.41	Stock Option Agreement between Apollo Group, Inc. and Gregory W. Cappelli, dated June 28, 2007*	10-Q	No. 000-25232	10.1	June 28, 2007	
10.42	Amended and Restated Employment Agreement between Apollo Group, Inc. and Joseph L. D'Amico, dated May 18, 2010*	8-K	No. 000-25232	10.2	May 20, 2010	
10.43	Employment Agreement between Apollo Group, Inc. and Charles B. Edelstein, dated July 7, 2008*	8-K	No. 000-25232	10.10	July 8, 2008	
10.44	Amendment to Employment Agreement between Apollo Group, Inc. and Charles B. Edelstein, dated December 12, 2008*	10-Q	No. 000-25232	10.8	January 8, 2009	
10.45	Amendment No. 2 to Employment Agreement between Apollo Group, Inc. and Charles B. Edelstein, dated February 23, 2009*	10-Q	No. 000-25232	10.2	March 31, 2009	
10.46	Amendment No. 3 to Employment Agreement between Apollo Group, Inc. and Charles B. Edelstein, dated April 24, 2009*	8-K	No. 000-25232	10.2	April 27, 2009	
10.47	Clarification letter between Apollo Group, Inc. and Charles B. Edelstein, dated September 29, 2010*	10-Q	No. 000-25232	10.30	January 10, 2011	
10.48	Transition Agreement between Apollo Group, Inc. and Charles B. Edelstein, dated January 5, 2012	8-K	No. 000-25232	10.1	January 5, 2012	
10.49	Employment Agreement between Apollo Group, Inc. and Rob Wrubel, dated August 7, 2007*	10-K	No. 000-25232	10.31	October 28, 2008	
10.50	Amendment to Employment Agreement between Apollo Group, Inc. and Rob Wrubel, dated October 31, 2008*	10-Q	No. 000-25232	10.50	January 8, 2009	

[Table of Contents](#)

Exhibit Number	Exhibit Description	Incorporated by Reference				
		Form	File No.	Exhibit Number	Filing Date	Filed Herewith
10.51	Offer letter between Apollo Group, Inc. and Sean Martin, dated August 23, 2010*	10-Q	No. 000-25232	10.10	January 10, 2011	
10.52	Clarification letter between Apollo Group, Inc. and Sean Martin, dated September 20, 2010*	10-Q	No. 000-25232	10.20	January 10, 2011	
10.53	Stock Option Repricing Agreement between Apollo Group, Inc. and John G. Sperling, dated August 25, 2008*	10-K	No. 000-25232	10.32	October 28, 2008	
10.54	Stock Option Repricing Agreement between Apollo Group, Inc. and Peter V. Sperling, dated August 25, 2008*	10-K	No. 000-25232	10.33	October 28, 2008	
21	List of Subsidiaries					X
23.1	Consent of Independent Registered Public Accounting Firm					X
31.1	Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X

* Indicates a management contract or compensation plan.

⁽¹⁾ Portions of this exhibit have been omitted pursuant to a request for confidential treatment from the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

APOLLO GROUP, INC.
An Arizona Corporation

By: /s/ Brian L. Swartz
Brian L. Swartz
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

By: /s/ Gregory J. Iverson
Gregory J. Iverson
Vice President, Chief Accounting Officer and Controller
(Principal Accounting Officer)

Date: October 22, 2012

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ John G. Sperling</u> John G. Sperling	Founder, Executive Chairman of the Board and Director	October 22, 2012
<u>/s/ Peter V. Sperling</u> Peter V. Sperling	Vice Chairman of the Board and Director	October 22, 2012
<u>/s/ Gregory W. Cappelli</u> Gregory W. Cappelli	Chief Executive Officer and Director (Principal Executive Officer)	October 22, 2012
<u>/s/ Brian L. Swartz</u> Brian L. Swartz	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	October 22, 2012
<u>/s/ Gregory J. Iverson</u> Gregory J. Iverson	Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer)	October 22, 2012

[Table of Contents](#)

Signature	Title	Date
<u>/s/ Terri C. Bishop</u> Terri C. Bishop	Executive Vice President, Integrated Academic Strategies & Sr. Advisor to the Chief Executive Officer and Director	October 22, 2012
<u>/s/ K. Sue Redman</u> K. Sue Redman	Director	October 22, 2012
<u>/s/ George A. Zimmer</u> George A. Zimmer	Director	October 22, 2012
<u>/s/ Roy A. Herberger, Jr.</u> Roy A. Herberger, Jr.	Director	October 22, 2012
<u>/s/ Ann Kirschner</u> Ann Kirschner	Director	October 22, 2012
<u>/s/ Manuel F. Ravelo</u> Manuel F. Ravelo	Director	October 22, 2012
<u>/s/ Darby E. Shupp</u> Darby E. Shupp	Director	October 22, 2012
<u>/s/ Robert S. Murley</u> Robert S. Murley	Director	October 22, 2012
<u>/s/ Richard H. Dozer</u> Richard H. Dozer	Director	October 22, 2012
<u>/s/ Allen R. Weiss</u> Allen R. Weiss	Director	October 22, 2012
<u>/s/ Margaret Spellings</u> Margaret Spellings	Director	October 22, 2012

APOLLO GROUP, INC.
4025 SOUTH RIVERPOINT PARKWAY
PHOENIX, AZ 85040

September 5, 2012

Gregory W. Cappelli
Apollo Group, Inc.
227 W. Monroe Street
Chicago, IL 60606

Dear Greg:

This letter will confirm your agreement to forego the salary increase that would otherwise become effective for you for the period from September 1, 2012 to August 31, 2013 pursuant to Section 3(a) of your Amended and Restated Employment Agreement with the Company dated as of April 2, 2011 (the "**Employment Agreement** "). In the absence of your agreement in this letter, your base salary for such one-year period would have increased, pursuant to the terms of your Employment Agreement, from your current annual rate of \$700,000.00 to \$750,000.00.

However, in light of the decision of the senior management team of Apollo Group to forego any increase in the annual rate of base salary for the fiscal year commencing September 1, 2012 (the "**2013 Fiscal Year**"), you have agreed to waive the automatic salary increase provided under your Employment Agreement for the fiscal year in question. However, such waiver will not affect the amount of the salary increase scheduled to become effective under your Employment Agreement on September 1, 2013. Accordingly, for the fiscal year commencing September 1, 2013 to August 31, 2014, your rate of base salary will be increased to \$800,000.00.

In addition, the waiver of your salary increase for the 2013 Fiscal Year will not affect the target bonus amount or separation payment calculation which would have otherwise been in effect under your Employment Agreement for such year in the absence of that waiver. Accordingly, your target bonus for the 2013 Fiscal Year will be in the dollar amount of \$750,000.00, with your actual bonus amount for such year to be contingent upon the level at which the applicable performance goals for that year are in fact attained, and your base salary for purposes of the separation payment referenced in Section 8(b)(i) of your Employment Agreement will be \$750,000.

By signing the Acceptance section below, you will agree to the waiver of your scheduled salary increase for the 2013 Fiscal Year. Accordingly, the Company's failure to implement that salary increase will not constitute a "Good Reason" event under Section 7(c) of your Employment Agreement that might otherwise entitle you to the severance benefits provided under Section 8(b) of your Employment Agreement. Accordingly, no right to such severance benefits will be triggered as a result of the non-implementation of your scheduled salary increase for the 2013 Fiscal Year.

We very much appreciate your decision to forego your scheduled salary increase for the 2013 Fiscal Year and join the other members of the senior management team who will not receive any salary increases during this challenging transition period for the Company.

Sincerely,

/s/ Fred Newton

FRED NEWTON

SVP, CHIEF HR OFFICER

ACCEPTANCE

I hereby agree to forego the scheduled salary increase for the 2013 Fiscal Year that would otherwise become effective under my April 2, 2011 Amended and Restated Employment Agreement with Apollo Group, Inc. Accordingly, the Company's failure to implement such salary increase shall not constitute a Good Reason event under my Amended and Restated Employment Agreement.

/s/ Gregory W. Cappelli

GREGORY W. CAPPELLI

DATED: September 5, 2012

Subsidiaries of Apollo Group, Inc.

Entity	Jurisdiction of Incorporation or Formation
Apollo Development Corp.	Arizona
Apollo Global, Inc. ¹	Delaware
Apollo Group China, LLC	Arizona
Apollo Investments, Inc.	Arizona
Apollo NB Holding Company	Arizona
Aptimus, Inc.	Washington
Institute for Professional Development	California
The College for Financial Planning Institutes Corporation	Arizona
The University of Phoenix, Inc.	Arizona
Apollo Education Services, LLC	Delaware
Carnegie Learning, Inc.	Pennsylvania

Assumed Names

Corporate Name	Assumed Name	State(s) where used
Apollo Group, Inc.	Apollo Education	California
Institute for Professional Development	Institute for Professional Development of California, Inc.	California, Connecticut, New Jersey
Institute for Professional Development	Institute for Professional Development, Inc.	Arizona, Florida, Illinois, Indiana, Kentucky, North Carolina, Oregon, Pennsylvania, Tennessee, Virginia
Institute for Professional Development	Institute for Professional Development Corporation	Iowa

Subsidiaries of Apollo Global, Inc.

Entity	Jurisdiction of Incorporation or Formation
Western International University, Inc	Arizona, USA
Apollo Global Dutch GP, LLC	Delaware, USA
Helios International (Netherlands) C.V.	Netherlands

Subsidiaries of Helios International (Netherlands) C.V.

Entity	Jurisdiction of Incorporation or Formation
Cooperatieve Apollo Global Netherlands U.A.	Netherlands
Apollo Global Dutch Coop, LLC	Delaware, USA

Subsidiaries of Cooperatieve Apollo Global Netherlands U.A.

Entity	Jurisdiction of Incorporation or Formation
Apollo Global Chile, S.A.	Chile
Apollo Global Mexico, S. de R.L. de C.V.	Mexico
Apollo Global Singapore Holdings Pte. Ltd	Singapore
Apollo UK Acquisition Company Limited	United Kingdom

¹ As of August 31, 2012, Apollo Group, Inc. owned 85.6% of Apollo Global, Inc. As of October 12, 2012, Apollo Group owned 100% of Apollo Global, Inc.

Subsidiaries of Apollo UK Acquisition Company Limited

Entity	Jurisdiction of Incorporation or Formation
BPP Holdings PLC	United Kingdom

Subsidiaries of Apollo Global Chile, S.A.

Entity	Jurisdiction of Incorporation or Formation
Apollo Chile Comunicaciones, Limitada	Chile
Universidad de Artes, Ciencias y Comunicación ²	Chile
Instituto Superior de Artes y Ciencias de la Comunicación S.A. ("I.A.C.C.")	Chile
Sociedad de Transportes Trans-Guil Limitada ("Trans-Guil")	Chile

Subsidiaries of Apollo Global Mexico, S. de R.L. de C.V.

Entity	Jurisdiction of Incorporation or Formation
Apollo Global Mexico Sub, S. de R.L. de C.V.	Mexico

Subsidiaries of Apollo Global Mexico Sub, S. de R.L. de C.V.

Entity	Jurisdiction of Incorporation or Formation
Universidad Latinoamericana, S.C. ("ULA")	Mexico

Subsidiaries of BPP Holdings LTD

Entity	Jurisdiction of Incorporation or Formation
BPP Services Ltd.	United Kingdom
BPP University College of Professional Studies Ltd.	United Kingdom
BPP Dublin, Ltd	Ireland
Happy Café, Ltd	United Kingdom
BPP International, Ltd	United Kingdom
BPP Netherlands, BV	Netherlands
BPP China Ltd	Hong Kong

Subsidiaries of BPP Services Ltd.

Entity	Jurisdiction of Incorporation or Formation
BPP Learning Media Ltd.	United Kingdom
BPP Professional Education Ltd.	United Kingdom

² UNIACC is a non-profit entity; its members are I.A.C.C. and Apollo Global Chile, S.A.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-160301, 33-149933, 333-147151, 333-144129, 333-46834, 33-63429, 33-88984, 33-88982, 33-87638 and 333-180355 on Form S-8 of our reports dated October 22, 2012 relating to the consolidated financial statements of Apollo Group, Inc. and subsidiaries and the effectiveness of internal control over financial reporting of Apollo Group, Inc. and subsidiaries, appearing in this Annual Report on Form 10-K of Apollo Group, Inc. for the year ended August 31, 2012.

/s/ DELOITTE & TOUCHE LLP

Phoenix, Arizona
October 22, 2012

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Gregory W. Cappelli, certify that:

1. I have reviewed this Form 10-K of Apollo Group, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 22, 2012

/s/ Gregory W. Cappelli

Gregory W. Cappelli
Chief Executive Officer and Director
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian L. Swartz, certify that:

1. I have reviewed this Form 10-K of Apollo Group, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: October 22, 2012

/s/ Brian L. Swartz

Brian L. Swartz

Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Apollo Group, Inc. (the "Company") on Form 10-K for the year ended August 31, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gregory W. Cappelli, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 22, 2012

/s/ Gregory W. Cappelli

Gregory W. Cappelli

Chief Executive Officer and Director
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to Apollo Group, Inc. and will be retained by Apollo Group, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Apollo Group, Inc. (the "Company") on Form 10-K for the year ended August 31, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian L. Swartz, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 22, 2012

/s/ Brian L. Swartz

Brian L. Swartz

Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to Apollo Group, Inc. and will be retained by Apollo Group, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Library Handbook

University Library

Papers ~ Projects ~ Research

Copyright © 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011 Apollo Group, Inc. All rights reserved.

All company and product names are trade names, trademarks, or registered trademarks of their respective companies.

11/11

Contents

Overview of the University Library.....	5
Obtaining Access to the University Library	5
Components of the University Library	5
University Library Search Tool	5
Library Resources	6
Choose Resources by Subject	6
View All Resources Alphabetically.....	6
Find a Specific Publication	6
Library Services	6
Other Resources	6
Ask a Librarian	7
Terms and Conditions	7
Useful Resources	7
Reference and Citation Generator.....	7
APA Information	7
Grammar and Writing Guides.....	7
Selecting a Resource	7
General Resources	8
Specialized Resources.....	8
Books, Dissertations, and Theses.....	9
Company Directories and Financials	9
Country Profiles and Economic Data.....	9
Encyclopedias and Dictionaries	10
Government Resources	10
Journal Indexes and Abstracts.....	10
Multimedia.....	11
Test Guides and Preparations.....	11
Writing and Publishing Resources.....	12
Spanish Resources	12
Using Boolean Searching to Harness the Power of Library Resources.....	12
And.....	12

UNIVERSITY LIBRARY HANDBOOK

Or	13
And and Or.....	13
Not	13
Wildcards	13
Finding Peer Reviewed Articles in Library Resources	13
What is Peer Review?	13
Area of Comparison	15
Library Resources	15
Internet Search Engines	15
Why is Peer Review Important?	14
Locating Peer Reviewed Material.....	14
Searching Library Resources vs. Searching the Internet	15
Terms and Conditions	17
General Terms and Conditions for use of “University Library” Services.	17
License/Restrictions on Use.....	17
Access to Services.....	18
Proprietary Rights	18
Disclaimer of Warranties	18
Applicable Laws	19
Miscellaneous	19

Overview of the University Library

The University Library uses current information technology to provide relevant and timely information in support of the learning process.

Our library users are “knowledge workers” and busy working adults who need to develop the ability to access and utilize information from the desktop. For our library users, travelling to distant libraries that match their schedules is often inconvenient. The online distribution of scholarly resources provides functional access to the kinds of information our library users will be expected to use throughout their academic programs and careers.

The core of our library website is an array of resources available to all students and faculty at any time and from virtually any location where an Internet connection is available. In addition to our numerous resource subscriptions, the library facilitates user education, offers document retrieval and interlibrary loan services, and provides research guidance.

The online distribution of information is not only optimally matched to the needs of working adult learners, but also allows for equitable sharing of library resources among students and faculty members. University Library users enjoy access to the same broad spectrum of resources regardless of the location and modality of instruction.

Obtaining Access to the University Library

The University Library is available from the student and faculty website where you may also access course modules, grades, and other resources and services.

If you encounter difficulties with access to any portion of the University Library, please contact the University Library Technical Support toll free at 1-800-366-9693.

If you reside in a country other than the United States or Canada, or are unable to call a toll free number, you can reach technical support at 1-602-387-2222. Please provide technical support with a telephone number so they may call you back to minimize phone charges.

Components of the University Library

The University Library is segmented into two major components: Library Resources and Library Services. Choosing the appropriate component is an essential first step in research.

University Library Search Tool

This aspect of the library website allows users to conduct research by accessing the library’s subscription resources using keywords. Providing Extensive contents and services for research, the University Library Search Tool gives users the option to select

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

a subject specific to their research needs in order to provide them with the most accurate materials available to them through our resource.

Library Resources

The resources are organized into major categories such as “General Resources” and “Specialized Resources”.

While most users search by keywords in library resources, there are other ways to research. These options include:

Choose Resources by Subject

The Choose Resources by Subject feature contains several topics with links to appropriate resources and examples of search strategies. Prior to searching any of the resources for your subject, first check to see if your subject or a related subject is listed in the subject guides.

View All Resources Alphabetically

The View All Resources Alphabetically feature allows users to view each resource available to them in an alphabetized list.

Find a Specific Publication

This resource allows library users to access the library’s subscription resources by targeting specific documents by title.

Library Services

The University Library provides several means for students and faculty members to obtain assistance with library research. The popular “Ask a Librarian” service allows users to obtain detailed research guidance from experienced professional librarians. Over 2,000 Ask a Librarian inquiries are fulfilled each month.

For documents not available in the University Library, the “Request a Specific Document” service allows users to submit requests for copies. The University Library has established partnerships with leading document delivery suppliers and interlibrary loan providers in order to facilitate access to specialized, hard-to-find materials.

Additional features in this area include the Research Tutorial, which provides an online tour and orientation of the University Library, and the online version of this handbook.

Other Resources

These resources are available on each page of the University Library.

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

Ask a Librarian

Our Ask a Librarian service is your pathway to obtaining professional guidance and recommendations regarding your research. You will receive a detailed response with specific referrals to appropriate resources and research techniques. A response will be provided in no more than 48 hours; however, average response time for inquiries received during the past week has been 2 hours.

Terms and Conditions

The terms and conditions included at the conclusion of this document are also available via a link presented on each page in the University Library.

Useful Resources

These resources are available on each page of the University Library.

Reference and Citation Generator

Reference and Citation Generator produces several citation examples to serve as Reference page entry and in-text citation models. In addition, this online tool will help you draft properly formatted APA reference page entries and in-text citations. However, the Generator will not fix errors or typos that you entered in the various fields. Make sure that you review the populated entries for APA accuracy before using the entries in your papers.

APA Information

The APA Information link presents you with sample papers and title page templates as well as a citation examples and a links to the Reference and Citation Generator. This link provides a quick, easy-to-use reference for formatting in-text citations and references for books, articles, websites, course materials, simulations, and other sources.

Grammar and Writing Guides

The Grammar and Writing Guides are easy-to-read resources for students and faculty that contain a Grammar Glossary and sections on Grammar Mechanics, Writing Style, and Plagiarism. The Grammar and Writing Guides also contain helpful information for English Language Learners. Each section includes definitions, examples, and interactive quizzes.

Selecting a Resource

The University Library includes numerous resources covering a wide variety of media and subjects. The listings below provide detailed information to assist in choosing an appropriate resource.

*The following resources are listed as found in the University of Phoenix, Axia College, College for Financial Planning, and Western International University libraries.

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

Universidad Latinoamericana and Universidad UNIACC library information is listed under the Spanish Resources heading.

General Resources

These resources are appropriate for all subjects and are configured to provide full-text articles.

EBSCOhost
Gale PowerSearch
ProQuest

Specialized Resources

These resources provide overviews and full-text articles on various specialized topics.

ABI/INFORM
ACM Digital Library
American Health Line
Best-In-Class Benchmarking Reports
BioMed Central
Business & Company Resource Center
Business Source Complete
CQ Electronic Library
Datamonitor 360
Demographics Now
DSM-IV-TR
Economist.com
EditLib
Emerald
Faulkner's Advisory on Computers and Communications Technologies
GreenFILE
Hospitality & Tourism Complete
IEEE Computer Society Digital Library
International Security and Counter Terrorism Reference Center
Journal of Leadership Studies
JSTOR
Literature Resource Center
Medical Evidence Matters
Medical Letter
National Journal
Natural Medicines Comprehensive Database
NBER Working Papers
Nursing Reference Center
Nursing@Ovid
Opposing Viewpoints in Context
Oxford Journals
Phoenix Focus
Prescriber's Letter
ProQuest Business
ProQuest Health and Medicine

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

ProQuest News and Newspapers
ProQuest Social Sciences
PsycARTICLES
RDS Business Reference Suite
Roll Call
SAGE Full-Text Collections
Security Management Practices
UpToDate

Books, Dissertations, and Theses

These resources provide a searchable collection of larger text documents, dissertations, and book chapters on various disciplines and topics.

Books 24x7
Books@Ovid
Business Book Summaries
Dissertations & Theses @ University of Phoenix
Emerald Social Sciences eBooks
Forensic & Law Enforcement netBASE
Info Security netBASE
ITECH netBASE
MyiLibrary
Oxford Scholarship Online
ProQuest Dissertations and Theses - Full Text
PsycBOOKS
Taylor and Francis Criminal Justice eBooks

Company Directories and Financials

These resources provide company profiles, financials and analysis, industry averages, statistics, market research and trends, and content for various other aspects of company operations.

Dun & Bradstreet Key Business Ratios
Hoover's Academic
Hoover's First Research
IBISWorld
Mergent BondViewer
Mergent Online
Mergent's InvestorEdge
Morningstar
Plunkett Research Online
ProQuest Accounting and Tax
ProQuest Historical Annual Reports
ProQuest Snapshots

Country Profiles and Economic Data

These resources provide comprehensive information on economic, social, cultural, political, and demographic trends for countries and regions worldwide.

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

CountryWatch
Culturegrams
EIU Country Data
EIU Country Intelligence
EIU Market Indicators & Forecasts
EIU Viewswire
Euromonitor International
Europa World Plus
IMF E-Library
IMF eLibrary - Data

Encyclopedias and Dictionaries

These resources include searchable bibliographies of historical people who shaped American and international history, encyclopedias, and dictionaries.

American National Biography
Britannica Online
Credo Reference
Gale Virtual Reference Library
Grolier Multimedia Encyclopedia
Original Sources from Britannica
Oxford Art Online
Oxford Dictionary of National Biography
Oxford English Dictionary
Oxford Music Online
Oxford Reference Online
Routledge Encyclopedia of Philosophy
Routledge Politics and International Relations Online
Routledge Religion Online
Sage eReference
Webster's Third New International Dictionary, Unabridged

Government Resources

These resources provide comprehensive information on economic, health, educational, environmental, and demographic trends for the United States of America.

Homeland Security Digital Library
National Center for Education Statistics
National Center for Health Statistics
National Service Center for Environmental Publications
Statistical Abstract of the United States
Uniform Crime Reports

Journal Indexes and Abstracts

These resources contain listings and summaries of a wide variety of documents. Please note that these resources are not completely full-text. For some documents identified in search results, there will be links to the full text of the documents.

Other documents not available in full-text may have to be obtained from other resources or in hard copy.

CINAHL
Cochrane Collection
Criminal Justice Abstracts with Full Text
Directory of Open Access Journals
EconLit
Education Research Complete
ERIC
Google Scholar
JournalSeek
Library, Information Science & Technology Abstracts (LISTA)
MEDLINE
PsycEXTRA
PsycINFO
ScienceDirect
SocINDEX

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

Multimedia

These resources provide information in a variety of media formats including transcripts, pictures, videos and more.

American History in Video
Counseling and Psychotherapy Transcripts, Client Narratives, and Reference Works
Counseling and Therapy in Video
EBSCOhost Multimedia
Economist.com Audio and Video Collection
Facts on File
Films on Demand
Global Issues in Context
GREENR
Health and Wellness Resource Center
History Study Center
HW Wilson Art Museum
Medcom Nursing Video Collection
Primal Pictures Anatomy
Sage Research Methods Online

Test Guides and Preparations

These resources provide listings and reviews of test instruments and numerous standardized practice tests, including CLEP.

Mental Measurements Yearbook
Testing and Education Resource Center

Writing and Publishing Resources

These resources provide professional bibliographical lists of videos and books in various formats; searchable directory of calls for participation from professional associations; and explanations, illustrations, and quizzes to measure knowledge of English grammar, punctuation, and sentence structure.

Books in Print

Papers Invited

Ulrich's Periodicals Directory

Spanish Resources

Spanish resources are available to all users. Students accessing the Universidad Latinoamericana and Universidad UNIACC libraries will find these resources listed as Recursos de la Biblioteca en Español on their library homepage. Users from other institutions will find these resources listed alphabetically on the View All Resources Alphabetically list under the Library Resources section. Materials in these resources are listed primarily in Spanish with a focus on Spanish speaking regions and cultures.

Administración de Empresas

e-Libro

Enciclopedia Universal en Español

Fuente Académica

Libros en Español a la Venta

Medicina y Salud

Noticias de América Latina

Universitas

Using Boolean Searching to Harness the Power of Library Resources

If you have used any of the popular Internet search engines, you may be used to typing a phrase or a question in order to find a Web site you are looking for. While this strategy will sometimes work for public Web sites identified through well-known search engines, article resources found in libraries work a bit differently. Many library resources are fairly literal in the way they interpret the searches users submit. These resources tend to look for the exact words typed in their exact order of appearance. As a result, searches that consist of long phrases, complete sentences, or questions are often unsuccessful.

Fortunately, there is an alternative: Boolean searching. Boolean searching is a way of searching for topics by breaking the topics down into keywords and joining the keywords together using the operators **and**, **or**, **not** or **wildcards**.

And

And joins two or more different keywords together to ensure that all the keywords are mentioned in all of the articles retrieved. For example, typing **automation and human**

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

resources forces the resource to show only those articles that mention both **automation** and **human resources**. Any number of keywords can be joined using **and**.

Or

While **and** joins two different ideas together, **or** is used for related words. **Or** allows either keyword or both keywords to be present. **Or** is best suited for joining two synonyms or related keywords. The search **human resources or personnel**, for example, will find any articles mentioning **human resources**, **personnel**, or both keywords. **Or** searches tend to find vast amounts of information and are usually not useful unless combined with **and**.

And and Or

And and **or** can work together to create more sophisticated searches. For example, the two searches mentioned above could be combined as **automation and (human resources or personnel)**. Note that when **and** and **or** are combined, the **or** statements should go in parentheses to make sure that the search is processed correctly.

Not

Not excludes an undesirable keyword from search results. For example, **market and shoes not United States** will look for articles on the market for shoes outside the United States.

Wildcards

Wildcards are another tool to add power to searches. Wildcards allow different word endings to be accounted for using just one symbol. Usually this symbol is the asterisk (*). When a wildcard is placed at the end of a root word, any possible endings can be added to the root word. For example, a search for information on telecommuting could be done with the keyword **telecommut***. As a result, articles mentioning **telecommuting**, **telecommuter**, **telecommuters**, **telecommute**, and **telecommutes** will all appear in the search results.

Finding Peer Reviewed Articles in Library Resources

Faculty members and students often express an interest in finding publications that are considered to be peer reviewed, also known as refereed. Since the various resources in the University Library all contain a broad spectrum of publication types, it is important to understand how to separate peer reviewed journals from newspapers, trade journals, and popular magazines.

What is Peer Review?

Peer review is a process designed to ensure the quality of published scholarship. When a scholar submits a manuscript to a peer reviewed publication, a panel of the author's peers evaluates the manuscript to assess the quality of research. These peers are not chosen by the individual author; instead, they are recognized leaders in their fields who

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

have been selected to serve on the editorial board of the journal. The identity of the author is usually unknown to the reviewers to ensure that no personal bias influences the acceptance or rejection of articles. Once the manuscript has been reviewed in this manner, it may be published, rejected, or sent back to the author for modification.

Why is Peer Review Important?

While many undergraduate students may not be aware of peer review, faculty members and graduate students routinely look to peer review as a way of guaranteeing the quality of scholarship. For graduate and even upper division undergraduate courses, insisting on the use of peer reviewed publications is an effective means of ensuring the quality of sources cited in a paper, presentation, or research project. Peer reviewed publications are more likely to back their conclusions with primary research and verifiable statistical analysis. In addition, articles in peer reviewed publications are less likely to be subject to the biases of their authors or editors.

Locating Peer Reviewed Material

Some vendors offer a checkbox on the initial search screen allowing for search results to be limited to only those articles from peer reviewed publications. Checking this box will result in fewer search results since this feature filters articles, but it will also result in a set of articles found exclusively in peer reviewed publications.

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

Searching Library Resources vs. Searching the Internet

Users of the library resources frequently ask what makes these resources different from Internet search engines such as Yahoo!® and Google™. The table below shows the differences in several key areas.

Area of Comparison	Library Resources	Internet Search Engines
Type of material	Articles from published newspapers, magazines, journals, newsletters, investment reports, financial documents, and reference books. Most of these documents cannot be retrieved using Internet search engines.	Web sites that are freely available to the general public. These will include the websites of companies, individuals, government agencies, non-profit organizations, colleges, and universities. However, access to the type of copyrighted publications found in library resources will be limited.
Reliability of material	Generally high since all the publications in library resources are subject to some sort of editorial or peer review before publication.	Varied. Some websites from reputable organizations will contain reliable information. However, because web publishing is inexpensive and easy, a great deal of advertising, adult materials, demagoguery, and other materials not appropriate for academic research will be included.
Best used for...	Searching for published articles corresponding to academic or news topics.	Searching for the websites of specific organizations, searching for information distributed by government agencies for non-profit organizations, and searching for information on popular culture.

Recommended search technique	Some resources allow limited natural language searching. However, since this technology is limited in its strength, Boolean searching with <i>and</i> and <i>or</i> is recommended for best results.	Varied. Check the online help of each search engine for best results. Some will use natural language searching, some will use Boolean searching with <i>and</i> and <i>or</i> , while some will use + and –.
Method of displaying results	Results are displayed in reverse chronological order. In other words, the most recent items are displayed first.	Results are displayed according to the frequency with which the search terms appear. In theory, this should result in the most relevant items appearing first. However, results vary in actual practice.

Terms and Conditions

General Terms and Conditions for use of “University Library” Services.

Effective March 1, 2001

By using and downloading materials from the University Library, you (“You” or “Authorized User”) are indicating your acceptance of the terms, conditions, and disclaimers set forth in this document and the documents incorporated by reference herein (collectively, the “Agreement”). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS DO NOT USE THE UNIVERSITY LIBRARY OR ANY OF ITS SERVICES.

In consideration for the privilege of using the University Library, you (the Authorized User) hereby release the Apollo Group Inc. and its information providers, officers, employees, attorneys, agents, vendors, and any other institutions with which the Apollo Group Inc. is affiliated from any and all claims of any nature arising from its use or lack of availability.

The following terms and conditions govern your (Authorized User’s) use of the University Library services and the materials available therein:

License/Restrictions on Use

- You warrant and represent that You are authorized to use the University Library and are either a student enrolled in a course at University of Phoenix, Axia College, College for Financial Planning, Meritus University, or Western International University, or are faculty of, administration, of, or a third party contracting with University of Phoenix, Axia College, College for Financial Planning, Meritus University, Western International University, or Apollo Group, Inc.
- You, the Authorized User, will be granted a revocable, nonexclusive, nontransferable, limited license to access and use the University Library for purposes of non-commercial, personal, academic, education or related administrative purposes only.
- You, the Authorized User, agree to comply with the terms and conditions of all third party content providers (“Third Party Terms”). You indemnify and hold Apollo Group Inc., its officers, employees and its information providers harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind (including without limitation, negligence), of Authorized User or of third parties arising out of any violation by You of Third Party Terms. Any such violation may result in immediate termination of access to the University Library.

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

- You, the Authorized User, shall use all reasonable efforts to protect the University Library from any use that is not permitted under this Agreement, and shall notify the University Library of any such use of which it is learned or are notified.
- You, the Authorized User, shall not publish, sell or otherwise redistribute these materials for commercial purposes. You will use the University Library databases for only the uses specified in this Agreement. academic research and personal use only.
- You, the Authorized User, will not use spiders, robots, crawlers, wanderers, or any means to automatically download the content of any of the University Library databases.
- You, the Authorized User, may download and print, both in limited amounts, and store single copies of material found through the University Library for your personal academic use. You shall not photocopy the material, post material in online classrooms, Internet newsgroups, listservs, Web sites, or any other means of electronic redistribution, or adapt, upload, broadcast, reverse engineer, duplicate, publish, modify, disseminate, display, perform, transfer or otherwise distribute materials other than as allowed by this paragraph.

Access to Services

- Only individuals authorized by the University Library may access and use the library resources. You, the Authorized User, may not share the user name and your access password with any other person.
- You, the Authorized User, will not attempt to obtain unauthorized access to the server hosting the University Library's web site or to any of the servers maintained by the University Library's information providers.
- You, the Authorized User, will not engage in actions which cause a denial of access to the University Library to other Authorized Users.

Proprietary Rights

- You, the Authorized User, will agree to observe the United States copyright laws and international copyright conventions in your use of the University Library.

Disclaimer of Warranties

- The data and services furnished hereunder are furnished "AS IS." The University Library and its information providers make no representations or warranties of fitness for a particular purpose or merchantability, nor are any such warranties, conditions, or representations (express, implied, oral or written) of quality, performance, or merchantability, relating to the database or any part thereof, are to be implied with respect to the data or services furnished. The University Library further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

- The information obtained through the University Library is intended for purposes of reference, academic research, and private study only. It is not intended to replace professional consultation.
- The University Library and its information providers shall not be liable or deemed to be in default for any delays or failure in performance or interruption of Service resulting directly or indirectly from any cause or circumstance beyond their reasonable control. The Authorized User agrees to indemnify and hold Apollo Group Inc., its officers, employees and its information providers harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind (including without limitation, negligence), of Authorized User or of third parties arising out of the use of service of the University Library or materials provided hereunder.

Applicable Laws

- Any claim arising under or relating to this Agreement shall be governed by the substantive laws of the State of Arizona or federal courts for the jurisdiction of Arizona, without regard to principles of conflict of laws. The Authorized User consents to the exclusive jurisdiction and venue of courts in Maricopa County, Arizona, USA, in all disputes arising out of or relating to this Agreement.

Miscellaneous

- This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- The failure of the provider of the University Library or any third party supplier of materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- Failure to comply with these terms and conditions may result in denial of access to the University Library and other Web sites of Apollo Group Inc. Additional penalties may be imposed if failure to comply with these terms and conditions is also in violation of student or faculty codes of conduct.

COPYRIGHT NOTICE:

Materials obtained from the University Library are copyrighted. Unauthorized use and/or duplication is prohibited by national law and international treaties, including the Berne Convention.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is made effective as of June 1, 2012 (the "**Effective Date**"), by and between BRIDGE DES MOINES PROPERTIES, LLC, an Illinois limited liability company ("**Landlord**") and THE UNIVERSITY OF PHOENIX, INC., an Arizona corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated as of March 9, 2012 (the "**Lease**"), pursuant to which Landlord leases to Tenant and Tenant leases from Landlord certain premises located at 317 Sixth Avenue, Des Moines, Iowa 50309, as more particularly described in the Lease.

B. The parties now wish to amend the Lease subject to and on the terms and conditions set forth below.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby amend the Lease as follows:

AGREEMENT

1. Defined Terms. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Lease.
2. Regulatory Approvals. Landlord and Tenant acknowledge and agree that Tenant has waived the Regulatory Contingency (as set forth in Section 31(c) of the Lease). In connection with the foregoing, the last two sentences of Section 31(c) are hereby deleted in their entirety. Notwithstanding the foregoing or anything to the contrary set forth in the Lease, in the event that the Regulatory Approvals have not been obtained on or before the Commencement Date, Tenant shall have the right to extend the Commencement Date for a period of up to thirty (30) days.
3. Work Letter. Landlord and Tenant acknowledge and agree that Turner Building & Construction ("**Turner**") has been selected as the Contractor to construct the Tenant Improvements in accordance with the Work Letter. Landlord shall finalize and execute a construction contract with Turner for the construction of the Tenant Improvements promptly following the Effective Date. In addition, the last sentence of Section 2(a) of the Work Letter is hereby amended and restated in its entirety to read as follows:

"Landlord shall supervise the completion of all such work and shall use commercially reasonable efforts to secure Substantial Completion of the Tenant Improvements (as defined in Section 8 hereof) in a timely manner so that Tenant is able to take possession of the Premises on or before one hundred twenty (120) days after Landlord and the Contractor execute a construction contract for the construction of the Tenant Improvements (the "**Anticipated Commencement**

Date”), as such date shall be extended pursuant to Section 6(a) hereof.”

4. **Brokerage.** Landlord agrees to pay all brokerage commissions due as a result of this Amendment, if any, it being understood that such commissions shall be paid pursuant to a separate agreement between Landlord and Jones Lang LaSalle (“**Broker**”). Landlord and Tenant each represents and warrants to the other that it has not dealt with any real estate broker or agent in connection with this Amendment or its negotiation other than Broker. Landlord and Tenant each agrees to indemnify, defend and hold the other harmless for, from and against any cost, expense or liability (including attorneys’ fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment or its negotiation other than Broker as a result of the action of the indemnifying party.
5. **Fees and Costs.** If any suit, action, arbitration or other proceeding, including, without limitation, an appellate proceeding, is instituted in connection with any controversy, dispute, default or breach arising out of this Amendment, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable fees, costs and expenses (including the reasonable fees and expenses of attorneys, paralegals and witnesses) incurred in connection with the prosecution or defense of such proceeding, whether or not the proceeding is prosecuted to a final judgment or determination; provided, however, if there is no clear prevailing party, such fees, costs and expenses shall be borne as determined by the applicable fact finder.
6. **Ratification.** Except as expressly amended hereby, the terms, covenants and conditions of the Lease shall remain the same and continue in full force and effect. In the event of a conflict or ambiguity between the Lease and this Amendment, the terms and provisions of this Amendment shall control.
7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. **Counterparts.** This Amendment may be executed in several counterparts each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Amendment effective as of the date first written above.

“LANDLORD”

“TENANT”

**BRIDGE DES MOINES PROPERTIES,
LLC**, an Illinois limited liability company

**THE UNIVERSITY OF PHOENIX,
INC.**, an Arizona corporation

By: _____

By:  _____

Its: _____

Name: **Colette Tommink** _____

VP, Real Estate & Facilities

Title: _____

Title: _____

8/2/12

317 SIXTH AVENUE, DES MOINES, IOWA

BETWEEN

BRIDGE DES MOINES PROPERTIES LLC

AND

UNIVERSITY OF PHOENIX, INC.

**OFFICE LEASE
BETWEEN
BRIDGE DES MOINES PROPERTIES LLC
AND
UNIVERSITY OF PHOENIX**

TABLE OF CONTENTS

	<u>Page</u>
1. LEASING AGREEMENT	4
2. RENT	5
3. ADJUSTMENT RENT	5
4. SERVICE	11
5. RECORDING.....	13
6. MORTGAGE BY LANDLORD.....	13
7. CERTAIN RIGHTS RESERVED TO THE LANDLORD	13
8. NONLIABILITY OF LANDLORD	15
9. INSURANCE.....	15
10. WAIVER OF SUBROGATION	17
11. ALTERATIONS AND TENANT IMPROVEMENTS	17
12. REPAIRS	18
13. RULES AND REGULATIONS	19
14. FIRE AND OTHER CASUALTY	20
15. EMINENT DOMAIN	20
16. SURRENDER OF PREMISES.....	21
17. HOLDING OVER.....	21
18. DEFAULTS; LANDLORD’S REMEDIES.....	22
19. HVAC SYSTEMS.....	25
20. SUBLETTING AND ASSIGNING	25
21. NOTICES	26
22. QUIET POSSESSION	27
23. INTERRUPTION OF SERVICES OR USE.....	27
24. CONDITION OF LANDLORD’S LIABILITY	27

TABLE OF CONTENTS (Continued)

	<u>Page</u>
25. HAZARDOUS SUBSTANCES AND MATERIALS	27
26. CONDITION OF PREMISES	28
27. SIGNAGE	28
28. RIGHT OF FIRST OPPORTUNITY.....	28
29. ROOFTOP.....	29
30. TITLE IV COMPLIANCE	29
31. CONDITIONS PRECEDENT; OTHER OBLIGATIONS.....	30
32. OPTIONS TO EXTEND.....	33
33. MISCELLANEOUS.....	34
34. OTHER PROVISIONS	37

Exhibits

- A Legal Description
- B. Work Letter
- C Janitorial Service
- D Rules and Regulations
- E Sign Rendering
- F Subordination, Non-Disturbance and Attornment Agreement

OFFICE SPACE LEASE

THIS LEASE AGREEMENT (the "Lease") is made and executed as of the ^{9th} ~~24th~~ day of ^{March} ~~February~~, 2012 by and between **BRIDGE DES MOINES PROPERTIES LLC**, an Illinois limited liability company ("Landlord"), the owner of the land legally described on **Exhibit A** of this Lease (the "Land"), and the tenant named in Item 1 of the Schedule set forth below ("Tenant"). Landlord and Tenant, for good and valid consideration, covenant and agree as follows.

SCHEDULE

This Schedule (the "Schedule") is an integral part of this Lease and defines certain terms as follows:

1. Tenant: University of Phoenix, Inc.
2. Tenant's address for Notice Prior to Occupancy:

The University of Phoenix, Inc.
c/o Apollo Group, Inc.
4025 South Riverpoint Parkway
Phoenix, Arizona 85040
Mail Stop: CF-K205
Attn: Colette Temmink,
Vice President, Apollo Corporate Real Estate

With Copies to:

Apollo Group, Inc.
c/o Apollo Legal Department
4025 South Riverpoint Parkway
Phoenix Arizona 85040
Mail Stop: CF-K612
Attn: Corporate Counsel, Real Estate

3. Premises: The area of the Building subject to this Lease, containing approximately 7,653 rentable square feet located on the first floor and an additional 1,449 square feet of mezzanine space, as depicted on the floor plan attached hereto as **Exhibit B**. In addition to the Premises, Tenant shall have the right to use, in common with all other tenants of the Building, all portions of the Building not designated for the exclusive use of tenants, including, without limitation, entrances and exits, hallways, stairways, elevators, restrooms, and parking areas as required to enable Tenant to use the Premises according to the terms of this Lease (collectively, the "Common Areas").

4. Term and Estimated Commencement Date: Initial term of five (5) years (“**Initial Term**”), estimated to commence on May 1, 2012 (subject to Item 7 below), with two (2) options to extend for five (5) years each as set forth in Section 32 of this Lease.

5. Base Rent: Base Rent during the Initial Term shall be calculated as shown on the chart below:

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Months 1 through 12	\$107,142.00	\$8,928.50
Months 13 through 24	\$109,820.55	\$9,151.71
Months 25 through 36	\$112,566.00	\$9,380.50
Months 37 through 48	\$115,380.00	\$9,615.00
Months 49 through 60	\$118,264.80	\$9,855.40

6. Tenant’s Proportionate Share: 4.93% (calculated on the basis of the Premises containing 7,653 rentable square feet and excluding the mezzanine space).

7. Commencement Date: The latter to occur of (a) May 1, 2012; or (b) the date: (i) when the Tenant Improvements have been substantially completed subject to the work letter attached hereto as Exhibit B (the “**Work Letter**”), subject only to minor punch list items which do not interfere with Tenant’s use and occupancy of the Premises for the Permitted Use; (ii) when a certificate of occupancy (or local equivalent) permitting lawful occupancy of the Premises has been secured; (iii) when the sanitary, electrical, elevator and HVAC systems are fully operational for use and occupancy of the Premises; (iv) when access to the Premises, public areas and parking facilities is available with all life safety components in place; and (v) when Landlord has delivered possession of the Premises to Tenant and Tenant has accepted possession of the Premises. If a conditional use permit or other approval is required in connection with completion of the Tenant Improvements, Landlord shall obtain such permit or approval at Landlord’s sole expense as a condition to this Lease. Notwithstanding the foregoing, but except as otherwise provided herein, any delay in delivery of possession of the Premises to Tenant pursuant to (b) above resulting from (i) acts or omissions of Tenant, including Tenant’s failure to comply with the terms of this Lease; (ii) Tenant’s failure to cooperate with Landlord in connection with completion of the Tenant Improvements, or (iii) changes required by Tenant in the Tenant Improvements pursuant to the Work Letter, shall not extend the Commencement Date and shall be at Tenant’s risk. Subject to the provisions of the immediately preceding sentence, if Landlord has not substantially completed Landlord’s Work in the Premises on or before the date set forth in the Work Letter as the “Anticipated Commencement Date” as defined therein (“**Completion Date**”) then Tenant may elect to terminate this Lease by delivering written notice to Landlord at any time prior to Landlord’s substantial completion of Landlord’s Work as required by the Work Letter. If Tenant terminates this Lease in accordance with this provision, Landlord shall, within ten (10) days of Landlord’s receipt of an invoice from Tenant, reimburse Tenant for all reasonable out-of-pocket costs associated with this Lease including, without limitation, Tenant’s attorneys’ fees associated with negotiating the Lease and Tenant’s costs associated with preparing the Space Plans and Working Drawings, any amounts previously paid by Tenant to Landlord shall be returned to Tenant and the parties shall have no further

Commencement Date of this Lease within a reasonable time following the occurrence of the Commencement Date but the failure to enter into such agreement shall not affect occurrence of the Commencement Date as determined pursuant to this Section 7.

8. Termination Date: The last day of the calendar month in which the fifth (5th) anniversary of the Commencement Date occurs (subject, however, to the Options to Extend as provided herein), or such earlier date as this Lease shall be terminated in accordance with the terms set forth herein.

9. Security Deposit: Not Applicable

10. Tenant's Real Estate Broker: Terrus Real Estate Group

11. Parking Spaces in the Garage: Up to 15 unreserved spaces at Tenant's option, exercisable upon forty-five (45) days prior written notice, at a rate of \$85.00 per stall per month, as further described herein.

12. Project: All of the Land and all improvements located thereon, all Common Areas, and all easements and appurtenances attached thereto, including without limitation, the Building, the Garage and any skyways ("Skyways") attached to the Building.

13. Building: The 14 story office building located on the Land having the common address of 317 Sixth Avenue, Des Moines, Iowa.

14. Garage: The parking garage/commercial building located on the Land.

15. Lease Date: The date of this Lease.

16. Term: The Initial Term and any extensions of this Lease pursuant to Section 32 hereof.

17. Operating Expense Cost Base: Tenant's Proportionate Share of Operating Costs for the calendar year in which the Lease Date occurs.

18. Lease Year: The period commencing on the Commencement Date hereof and ending on the last day of the calendar month in which the first anniversary of the Commencement Date occurs, and each twelve month period thereafter.

19. Permitted Use. Tenant shall be permitted to use the Premises for office, administrative, educational, classroom and related purposes, including, without limitation, a student resource center, with activities that shall include telecommunication and other remote meeting activities, and all other lawful uses consistent with the above.

20. Exclusivity. Tenant shall have the exclusive right to operate an educational and classroom facility (the "**Exclusive Use**") in the Building. In furtherance of such provision, Landlord shall not permit any tenants to use space in the Building for the Exclusive Use, shall include use provisions in all future leases for the Building prohibiting other tenants from using their premises for the Exclusive Use, and shall take all actions necessary to enforce

such provisions. Notwithstanding the foregoing, the Exclusive Use shall not be deemed to prohibit the conduct by any tenant in the Building of seminars, classes and other educational meetings for such tenant's employees, clients and customers, as applicable, which is incidental to the business of such other tenants in the Building.

21. **Tenant Improvement Allowance.** Landlord will provide to Tenant a Tenant Improvement Allowance equal to \$229,590.00 ("**Tenant Improvement Allowance**") in connection with Landlord's construction of Tenant Improvements to the Premises as described in the Work Letter (calculated on the basis of \$30 per rentable square foot, with Premises containing 7,653 rentable square feet. In the event that the cost of the Tenant Improvements, based upon approved plans and specifications, pursuant to the contract entered into by Landlord for construction of the Tenant Improvements, architectural and engineering costs, permitting costs and other costs directly related to such work shall exceed the Tenant Improvement Allowance, Tenant shall pay such excess costs as provided in the Work Letter.

1. **LEASING AGREEMENT.**

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term and according to the terms, conditions and provisions contained in this Lease.

(b) The Premises shall be occupied and used by Tenant only for the purposes identified in Item 19 of the Schedule. Landlord shall not agree to any change in the existing or future zoning regulating the use of the Premises or enter into or grant any use restriction which would preclude, prohibit or materially interfere with Tenant's operations at, use or enjoyment of the Premises for educational and/or classroom purposes. Tenant shall have the right to terminate this Lease if Landlord, within thirty (30) days following receipt of a written notice from Tenant explaining such situation, fails to remove such prohibition or interference and otherwise remedy such situation.

(c) Without limiting the generality of the foregoing, no use shall be made of the Premises nor acts done which will increase the existing rate of insurance upon the Project or cause a cancellation of any insurance policy covering the Project or any part thereof. Tenant shall not permit to be kept, used or sold in or about the Premises any article which Tenant is informed by Landlord in writing to be prohibited by Landlord's insurance policies. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant of the Project, nor, without limiting the generality of the foregoing, shall Tenant allow the Premises to be used for any improper, unlawful or objectionable purpose. Notwithstanding any of the foregoing, Tenant shall be permitted to install and use food and beverage vending machines, refrigerators and a properly shielded microwave oven on the Premises for the benefit of Tenant's employees, customers and guests; provided that, in so doing, Tenant does not create any offensive odors, does not allow such machines and equipment to be used by other tenants in the Building, and does not in any way interfere with other tenants' quiet enjoyment of their premises. In addition, Tenant shall be permitted to use portions of the Premises in connection

with its REV Program for the purpose of providing locations for stretching, yoga, meditation, and strength building and cardiovascular exercises for the benefit of Tenant's employees.

2. RENT.

(a) Tenant shall pay to Landlord, at Landlord's management office in Des Moines, Iowa, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, all "**Rent**," which shall be comprised of Base Rent, Adjustment Rent and Additional Rent as hereinafter described:

(i) Annual Base Rent, in monthly installments as provided in the Schedule, shall be paid in advance promptly on the first day of each and every calendar month during the Term and at a prorated rate for fractions of a month if the Term shall commence or be terminated on any day other than the last day of any month;

(ii) Adjustment Rent, equal to Tenant's Proportionate Share of the increase of Operating Costs for a calendar year in excess of the Operating Cost Base Year (which shall be 2012) shall be paid monthly in advance on or before the first day of each calendar month based on Landlord's and estimates as hereafter provided; and

(iii) "**Additional Rent**" shall mean all sums, amounts liabilities and obligations (other than Base Rent and Adjustment Rent), including accrued interest, for which Tenant is liable under this Lease. Additional Rent shall be payable within thirty (30) days after Tenant's receipt of written notice from Landlord unless otherwise expressly provided by this Lease.

(b) The obligation to pay Rent is absolute and independent of all other obligations of Landlord or Tenant. Except as otherwise provided in this Lease, Rent shall be paid without deduction or offset of any kind or nature re for any claims, damages or liabilities that may be owing from Landlord to Tenant.

(c) Rent not received by Landlord within five (5) "business days") days after Tenant's receipt of written notice from Landlord that the same is past due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Tenant shall pay any state sales or similar tax levied, assessed or imposed upon or based upon the Rent payable under this Lease.

3. ADJUSTMENT RENT.

(a) "**Operating Costs**" shall mean and include, except as otherwise expressly set forth herein, all expenses incurred with respect to the maintenance and operation of the Project, as reasonably determined by Landlord's accountant in accordance with accounting principles usual and customary in the commercial real estate industry consistently followed, including, but not limited to:

(i) Taxes as hereinafter defined;

- (ii) Insurance premiums;
- (iii) Maintenance and repair costs;
- (iv) Steam, electricity, water, sewer, gas and other utility charges;
- (v) Fuel;
- (vi) Lighting;
- (vii) Window washing;
- (viii) Security;
- (ix) Janitorial services,
- (x) Trash and rubbish removal;

(xi) Wages payable to employees of Landlord amounts paid to contractors or subcontractors; all costs of uniforms, supplies and materials; all payroll taxes, unemployment insurance costs, and the cost of providing disability insurance and all reasonable benefits, pensions, profit sharing benefits, hospitalization, retirement, vacation allowances, or other so-called fringe benefits, and any other expense imposed on Landlord, its contractors or subcontractors pursuant to law or pursuant to any collective bargaining agreement or employment agreement covering such employees of Landlord whose duties are connected with the operation and maintenance of the Project

(xii) All services, supplies, repairs, replacements or other expenses;

(xiii) Building management fees paid to companies to manage the Project;

(xiv) Such other ordinary and customary expenses incurred in the operation and maintenance of the Building which are incurred by reasonable and prudent landlords of comparable buildings in the Des Moines, Iowa metropolitan area;

(xv) The cost (amortized over such reasonable period as Landlord shall determine in accordance with generally accepted accounting principles, together with interest on the unamortized balance at the rate of twelve percent (12%) per annum) of any capital improvements made to the Project by the Landlord after the Lease Date that either (i) are intended to reduce the expenses of maintaining or operating the Project or (ii) are made to the Project by Landlord pursuant to any requirements of any governmental law or regulation.

(xvi) In addition to the costs pursuant to (xv) above, Landlord may include an amortized portion of the following costs as Operating Costs hereunder: (i) any capital improvement that an independent engineer (reasonably acceptable to Landlord and Tenant) certifies in writing will, subject to reasonable assumptions and qualifications, reduce the Building's consumption of electricity, oil, natural gas, steam, water or other

utilities, (ii) to the extent the Building has attained a certification under the Environmental Protection Agency's Energy Star® rating system, the Green Building Initiative's rating system or the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system, all costs for services and application fees incurred in maintaining, managing, reporting, commissioning, and recommissioning the Building in order to comply with and retain such certification, provided such costs do not exceed 0.5% percent of all Operating Costs for the Building and (iii) all costs for services and application fees incurred by Landlord in the event that Landlord, at its sole option, shall seek certification under the Environmental Protection Agency's Energy Star® rating system, the Green Building Initiative's rating system or the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system, provided such costs do not exceed 0.5% percent of all Operating Costs for the Building ((i), (ii) and (iii) collectively, "**Sustainability Costs**"). Sustainability Costs shall be capitalized and amortized over their useful life as a capital expense in accordance with generally accepted accounting principles. Landlord will allocate such costs on a per square foot basis while similarly allocating all savings on a per square foot basis. Landlord will provide an accounting of all Sustainability Costs and savings annually which Tenant will have the right to audit in accordance with Paragraph 3(h) of this Lease. Sustainability Costs shall be deemed reduced by the amount of any governmental or other incentives for energy efficiency improvements actually received by Landlord to defray the costs of such Sustainability Costs, and shall further be reduced by any energy efficiency tax credits or similar energy-efficiency-based tax incentives actually accruing to Landlord as a result of such Sustainability Costs.

Notwithstanding the foregoing, Operating Costs shall not include the following:

- (1) Any costs or expenses for which Landlord is or will be reimbursed or indemnified (whether by an insurer, condemnor, tenant or otherwise);
- (2) Overhead and administrative costs of Landlord not directly incurred in the operation and maintenance of the Building;
- (3) Depreciation or amortization of the Building or its contents or components;
- (4) Capital expenditures including rentals and any other related expenses incurred in leasing capital items, except to the extent that such expenditures are for improvements required by any regulatory body having jurisdiction due to a change in any governmental law or regulation after the Commencement Date of the Lease, or are for improvements intended to reduce the costs of maintaining or operating the Project and, in any case, such expenditures will be amortized over the useful life of said improvements;
- (5) Expenses for the preparation of space or other work which Landlord performs for any tenant or prospective tenant of the Building;

- (6) Expenses for repairs or other work which is caused by fire, windstorm, casualty or any other insurable occurrence, including costs subject to Landlord's insurance deductible;
- (7) Expenses incurred in leasing or obtaining new tenants or retaining existing tenants, including leasing commissions, legal expenses, advertising, entertaining or promotion;
- (8) Interest, amortization or other costs, including legal fees, associated with any mortgage, loan or refinancing of the Building or any Common Areas, transfer or recordation taxes and other charges in connection with the transfer of ownership in the Building, land trust fees, and rental due under any ground lease relating to the property on which the Building is located;
- (9) Expenses incurred for any necessary replacement of any item to the extent that it is covered under warranty, and the cost of correcting defects in the construction of the Building or any Common Areas; provided, however, that repairs resulting from ordinary wear and tear will not be deemed to be defects;
- (10) The cost of any item or service which Tenant separately reimburses Landlord or pays to third parties, or which Landlord provides selectively to one or more tenants of the Building, other than Tenant, whether or not Landlord is reimbursed by such other tenant(s). This category will include the actual cost of any special electrical, heating, ventilation or air conditioning required by any tenant that exceeds normal building standards or is required during times other than the standard business hours stated in the Lease;
- (11) Accounting and legal fees relating to the ownership, construction, leasing, sale of or relating to any litigation in any way involving the Building, or to the enforcement of the terms of any lease;
- (12) Any interest or penalty incurred due to the late payment of any operating expense and/or real estate tax;
- (13) The cost of correcting any applicable building or fire code violation(s) or violations of any other applicable law relating to the Building, or any Common Areas, and/or the cost of any penalty or fine incurred for noncompliance with the same, and any costs incurred to test, survey, cleanup, contain, abate or remove any environmental or Hazardous Substances or materials, including asbestos containing materials from the Building or any Common Areas or to remedy any breach or violation of any Environmental Laws;
- (14) Any personal property taxes of the Landlord for equipment or items not used directly in the operation or maintenance of the Building, nor connected therewith;
- (15) Except as provided in (xiv) above, any expense that is not specifically enumerated and accounted for as an Operating Cost in Landlord's expense statement and/or

budget pertaining to the operation and administration of the Building or any Common Areas (including payroll and payroll-related expenses associated with administration and clerical personnel, general office expenses, and expenses for travel, entertainment, gifts, dues, subscriptions, memberships, tuition, seminars, errors and omissions insurance, automobile allowances, charitable or political donations and professional fees of any kind), and provided any management fees in any year in excess of three percent (3%) of the gross rental revenue received for that period. In no event will the payroll, payroll related and other expenses related to any employees of Landlord above the Building Manager or equivalent operational level or not working full-time on the management or operation of the Building be included in Operating Costs, provided that such expenses of part-time workers may be included if equitably allocated to reflect actual time spent on the Building;

- (16) Any items the presence of which will artificially inflate Operating Costs in any year because they are unique, extraordinary or one-time expenses not directly related to the operation of the Building, including but not limited to such items as special tax assessments and increases in taxes due to governmental modifications (e.g., to split tax rolls);
- (17) Any costs or expenses for sculpture, paintings, or other works of art, including costs incurred with respect to the purchase, ownership, leasing, repair, and/or maintenance of such works of art;
- (18) The cost of overtime or other expense to Landlord in performing work expressly provided in the Lease to be borne at Landlord's expense;
- (19) All expenses directly resulting from the negligence or willful misconduct of the Landlord, its agents, servants or other employees;
- (20) All bad debt loss, rent loss, or reserve for bad debt or rent loss;
- (21) Payroll and payroll related expenses for any employees in commercial concessions operated by the Landlord;
- (22) The cost of installing, operating, and maintaining any building amenity or special facility such as a cafeteria, health club, or meeting rooms;
- (23) Any expenditures made more than eighteen (18) months prior to submission of demand; and
- (24) Any management or operating costs in excess of similar costs incurred by reasonable and prudent landlords of comparable buildings in the Des Moines, Iowa metropolitan area, or any amount, paid to an entity related to Landlord which exceed the amount that would have been paid for comparable goods or services in an arms-length transaction between unrelated parties in said market; and

In addition to the above-listed expense exclusions, Landlord has agreed that in no event will the total controllable Operating Costs passed through to Tenant in any year be greater than five percent (5%) more than such expenses passed through to Tenant during the prior year (“Expense Cap”). Calculation of the Expense Cap will be done on a non-cumulative basis.

(b) “Taxes” shall mean and include: (i) all personal property taxes of Landlord relating to Landlord’s personal property located in, on or at the Project (excluding the Garage) and used in connection with the operation or maintenance thereof, (ii) real estate taxes on the Project (excluding the Garage), (iii) air-space and vault space charges, (iv) installments of special assessments relating to the Project (excluding the Garage), and (v) all other governmental charges, general and special, ordinary and extraordinary, foreseen as well as unforeseen, of any kind and nature whatsoever, including, but not limited to, any tax or excise on rents, gross receipts tax, or other tax, however described, which is levied or assessed by the United States of America or the State of Iowa or any political subdivision thereof, against Landlord or the annual or monthly rent reserved under this Lease or in any way relating to the Project (excluding the Garage), this Lease or to the rentals accruing under this Lease. Taxes shall be deemed to be taxes payable in the respective calendar year even though the levy or assessment thereof may occur in a different year. Landlord shall timely pay all Taxes and shall not allow Taxes to become delinquent at any time during the Term of this Lease.

(c) If, as a result of any application or proceeding brought by or on behalf of Landlord for reduction in the assessed valuation of the Project affecting any tax year commencing after the Base Year, there shall be a decrease in property taxes for any such tax year, Landlord’s next annual statement following such decrease shall include an adjustment for such tax year reflecting the tax decrease, less all reasonable costs and expenses incurred by Landlord in connection with the application or proceeding to reduce the property taxes for said tax year.

(d) Landlord shall take such steps as are prudent owner of similar property in Des Moines, Iowa would take to contest the assessed valuation of the Project as appropriate.

(e) Landlord may elect not to furnish electricity or other services to other tenants in the Building. In this event, for purposes of determining Tenant’s share of escalation for electricity or other such services, the proportion for these items shall be computed as follows: The numerator shall be the rentable area of the Premises and the denominator shall be the total rentable area in the Building in which Landlord furnishes electricity or such other services.

(f) The rentable area of the Premises and the Building shall be subject to adjustment, from time to time, so that the measurement of the Premises and the Building conforms to standards that are customary for commercial office buildings, as determined by Landlord.

(g) Landlord agrees to keep books and records reflecting Operating Costs in accordance with a standard method of accounting recognized and approved for maintaining accounts for office buildings. No later than March 31 of each calendar year (including the first year after termination of this Lease), Landlord shall deliver to Tenant a statement of the Operating Costs actually incurred for the preceding calendar year. If the Adjustment Rent paid

by Tenant exceeds Tenant's Proportionate of the actual Operating Costs, Tenant shall be entitled to a credit in the amount of such excess to be applied by Landlord against future Rent. If the amount of Adjustment Rent paid by Tenant is less than Tenant's Proportionate Share, such shortfall shall be Additional Rent and is due and payable within thirty (30) days after Tenant's receipt of written notice from Landlord of such shortfall. If this Lease has terminated, any such excess shall be refunded to Tenant at the same time that Landlord issues its statement of accounting to Tenant.

(h) Landlord shall permit Tenant to audit Landlord's statements for any annual period by notice to Landlord within **one (1) year** following delivery of such statement. If Tenant so elects to audit such books and records, Tenant shall perform such audit using an employee of a certified public accounting firm or an employee of Tenant. Landlord shall reasonably cooperate with Tenant, and any deficiency or overpayment disclosed by such audit shall be promptly paid or refunded the case may be. To the extent that an audit discloses calculation errors or misstatements which affect any prior lease year, an expense adjustment will be made which will correct any such errors. If any such audit discloses that the Operating Costs reflected on Landlord's statement were overstated by more than five percent (5%) of the actual Operating Costs for the subject year, Landlord shall reimburse Tenant for the reasonable costs of such audit. In the event that Tenant shall fail to provide notice of intent to audit Landlord's statements for any annual period within the time set forth above, then Tenant shall be deemed to have approved such annual statement.

(i) From time to time during each calendar year during the Term, Landlord may prepare estimates of Tenant's Proportionate Share of Operating Costs for the then current calendar year. Tenant shall pay Adjustment Rent, based on Landlord's estimates, monthly, on or before the first day of each calendar month.

4. **SERVICE.**

The Landlord shall provide the following services without cost to Tenant except as otherwise provided for in this Lease:

Landlord shall, at its sole cost and expense, provide janitorial services for the Premises five (5) days a week excluding holidays (4th of July, Labor Day, Memorial day, Thanksgiving (2 days), Christmas (2 days) and New Years (2 days)). Landlord's janitorial services for the Premises shall meet or exceed the standards set forth on Exhibit C to this Lease. Any janitorial or other services provided by Landlord shall be performed after 11:00 p.m. on weekdays and shall not interfere with Tenant's use of the Premises during Tenant's Classroom Hours.

(a) The HVAC, utility and other services will be available twenty-four (24) hours a day, seven (7) days a week at Landlord's sole expense. The HVAC system shall provide Tenant with climate controlled Premises suitable for a comfortable working environment consistent with Tenant's Permitted Use. All other services to be provided by Landlord and the management and operation of the Building shall be at or above a level consistent with that customarily provided to tenants of comparable office buildings in the Des Moines, Iowa metropolitan area.

(b) Water from City mains for drinking, lavatory and toilet purposes as customary for office use, drawn through fixtures installed by Landlord.

(c) Operatorless elevator service in common with other tenants at all times of the day and night.

(d) The electrical current necessary to operate Tenant's lighting, convenience outlets, and Building heating and air conditioning systems ("**Base Electrical Service**") shall be included in Operating Costs.

(e) Tenant shall have the right, but not the obligation, to procure the services of security guards for the Premises. Such security guards shall be stationed on the Premises but shall be permitted to enter the Common Areas, including the parking areas, in connection with assisting Tenant's students and employees. Tenant may also install security cameras in or at the entrance to the Premises and such camera may be remotely monitored by Tenant's security personnel or security contractor. Any such security guards obtained by Tenant for the Premises shall cooperate with Landlord's security for the Building and shall observe Landlord's security requirements so long as such requirements do not prohibit Tenant from operating in the Premises as provided in this Lease.

(f) In the event of any interruption of HVAC, utility and other services, Landlord shall use its best efforts to promptly restore the same. If any failure to provide services or utilities continues for more than forty-eight (48) hours and materially interferes with Tenant's conduct of business in or use and operation of the Premises, Tenant shall be entitled to an equitable abatement of rent for such period of time as the interruption is in effect. If any failure to provide services or utilities continues such that Tenant's rent is abated for a period in excess of thirty (30) days, Tenant may elect, but shall have no obligation, to cure the failure and offset the cost of such cure against future rentals due hereunder or to be reimbursed by Landlord within ten (10) days following the date of Tenant's written demand.

(g) Landlord does not warrant that any of the services to be provided by Landlord will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents or the rationing of or inability of Landlord to obtain fuel or supplies, fire or other casualty or any other causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed as an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, nor render Landlord liable for damages nor relieve Tenant from performance of Tenant's obligations under this Leases; provided, however, that Landlord shall at all times use diligent efforts to promptly remedy any situation which might interrupt such service and Tenant's abatement and cure rights shall be as provided in (f) above.

(h) Landlord acknowledges that some or all of the classes to be taught by Tenant on the Premises may occur (a) after 5:00 p.m. on weekdays and (b) on weekends ("**Tenant's Classroom Hours**"). The Premises shall be available to Tenant and its students, instructors and other guests and employees during Tenant's Classroom Hours. Landlord agrees that access to the Premises using the dedicated north entrance shall not be limited or impeded in any manner during Tenant's Classroom Hours, and that no key or card key for such entrance shall be needed for students' or other guests' access to the Premises. Access through the main

Building lobby shall be limited after regular business hours (before 6 a.m. and after 6 p.m. on weekdays and on weekends) when key card access shall be required. Landlord agrees, on an annual basis, to complete and return to Tenant a reasonable written request for information on sustainability measures, if any, undertaken by Landlord regarding the Building including, without limitation, measures to reduce electricity, oil, natural gas, steam, water or other utility consumption or otherwise minimize the environmental impacts and conserve natural resources, provided, however, that Landlord shall have no obligation to undertake any such sustainability measures or incur Sustainability Costs and any such measures and costs shall be subject to Landlord's sole discretion.

5. **RECORDING.**

Except as otherwise provided herein, this Lease does not empower Tenant to do any act which will encumber the interest or title of Landlord or its assignee in and to the Project.

6. **MORTGAGE BY LANDLORD.**

Prior to the Commencement Date and as a condition to the effectiveness of Tenant's obligations under this Lease, Landlord will deliver to Tenant a subordination, non-disturbance and attornment agreement substantially in the form of Exhibit F attached hereto ("**Subordination, Non-Disturbance and Attonement Agreement**") which shall be executed by Landlord, Tenant and the superior lienholder.

From time to time after the execution of this Lease and before the termination of the term thereof, Landlord, its successors or assigns, may execute a subsequent mortgage or trust deed in the nature of a mortgage upon the Project or any portion thereof collectively, with all modifications, consolidations, replacements, renewals, amendments and extensions (a "**Mortgage**"). In such event:

(a) Should such Mortgage be foreclosed, the liability of the mortgagee, trustee or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Project and such liability shall not continue or survive after further transfer of ownership.

(b) Tenant shall concurrently give any notice of default delivered by Tenant under this Lease to each holder of a Mortgage encumbering the Project of whom Tenant has received written notice (such notice to specify the address of the beneficiary).

(c) Upon request of any subsequent lender, Landlord and Tenant shall execute a Subordination, Non-Disturbance and Attornment Agreement reasonably acceptable to Tenant, Landlord and such subsequent lender.

7. **CERTAIN RIGHTS RESERVED TO THE LANDLORD.**

Subject to any covenants or conditions expressly set forth elsewhere in this Lease, the Landlord reserves the following rights:

(a) To have access for the Landlord and other tenants of the Project to any mail chutes located on the Premises according to the rules of the United States Post Office.

(b) To decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy following the expiration or other termination of this Lease and the surrender of the Premises by Tenant as set forth in this Lease.

(c) To retain at all times and to use in appropriate instances keys to all doors within and into the Premises. No locks shall be changed without the prior written consent of Landlord. This provision shall not apply to Tenant's safes or other areas maintained by Tenant for the safety and security of monies, securities, negotiable instruments, clients' records, confidential records, or like items.

(d) To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Project, or any part thereof, and for such purposes, or in the event of any emergency, to enter upon the Premises, and during the continuation of any of said work, to temporarily close doors, Skyways, entryways, public spaces, and corridors in the Project and, in emergency situations, to interrupt or temporarily suspend services and facilities.

(e) To show the Premises to prospective tenants or brokers during the last year of the Term and to prospective purchasers at all reasonable times, provided reasonable prior written notice is given to Tenant in each case and Tenant's use and occupancy of the Premises shall not be materially inconvenienced by any such action of the Landlord.

(f) To close the Building in the event of any war, riot, insurrection, mob action, or disturbance; and to close the Building after regular working hours and on legal holidays subject, however, to Tenant's right to admittance, under such regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their rights to enter or leave the Building.

(g) To grant to anyone the right to conduct any particular business or undertaking in the Project (but outside the Premises) in keeping with first class buildings in downtown Des Moines.

(h) To change the name or street address of the Building.

(i) To enter the Premises at all reasonable times for any purpose whatsoever directly relating to safety, protection, preservation, operation or maintenance of the Premises or the Project.

Notwithstanding any of the foregoing to the contrary (a) Landlord's activities hereunder will not unreasonably interfere with or adversely affect Tenant's use of the Premises, (b) absent an emergency, Landlord will provide to Tenant reasonable advance notice of any entry to the Premises, and (c) nothing will be done hereunder that would permanently alter the utility of the Premises for Tenant's permitted use without Tenant's prior written consent. In entering the Premises, Landlord shall use all efforts to minimize any interference with or disruption of

Tenant's operations. Notwithstanding anything in this Lease to the contrary, if Landlord's entry onto the Premises or other exercise of its rights under this Lease interferes with Tenant and such interference causes a material adverse impact on Tenant's operations at, use or enjoyment of the Premises and such impact continues beyond forty-eight (48) hours, Tenant shall be entitled to an equitable abatement of rent for such period of time as the interference continues.

8. NONLIABILITY OF LANDLORD.

Tenant shall indemnify, defend and hold Landlord harmless from any and all liabilities, demands, losses, damages, claims, costs and expenses, including reasonable attorneys' fees, incurred by Landlord as a result of any accident or other occurrence causing or inflicting injury or damage to persons, property or business and for damage to or theft, misappropriation or loss of property occurring in or about the Project or the Premises suffered by Tenant, any of its employees, agents, invitees or contractors, or arising due to any act or omission of Tenant, its agents, employees or invitees. Tenant waives all claims against Landlord for damages or injury to person, property or business sustained by Tenant or by any other person occurring in or about the Project, resulting directly or indirectly from any existing or future condition, defect, matter or thing in, on, or about the Project or any part thereof, or from equipment or appurtenances becoming out of repair, or from accident or from any occurrence or act or commission of Landlord, its agents, employees or servants or of any tenant or occupant of the Project, except for damage or injury resulting from the negligence or willful misconduct of Landlord or its agents, employees and servants or from a latent or patent structural defect of the Project. This paragraph shall apply especially, but not exclusively, to damage or injury caused as aforesaid or by the flooding of basements or other subsurface areas or damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures. All property in, on or about the Project belonging to Tenant, its agents, employees or invitees, or to any occupant of the Premises or to any other person, shall be at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof.

9. INSURANCE.

(a) Tenant agrees to purchase at its own expense and to keep in force during the term of this Lease, a commercial general liability insurance policy, including broad form contractual liability coverage, to protect against any liability to the public or to any invitee of Tenant or Landlord incident to the use of or resulting from any accident occurring in or upon the Premises with a comprehensive single limit of liability (subject to such deductible amount as Landlord shall authorize from time to time) of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate or such greater amount as Landlord shall reasonably require from time to time.

(b) Tenant also shall carry insurance of the type typically referred to as "all risk" insurance, including water damage, insuring its interest in the tenant improvements in the Premises and its interest in all of its personal property and trade fixtures located on or within the

Project, including, without limitation, its office furniture, equipment and supplies. Said insurance shall be on a full replacement cost basis.

(c) All of the insurance policy or policies required of Tenant under this Lease shall:

(i) include Landlord as an additional insured;

(ii) provide that said insurance shall not be canceled unless ten (10) days prior written notice shall have been given to Landlord; and

(iii) be evidenced by certificates that shall be delivered to Landlord by Tenant within thirty (30) days of the Lease Date and each subsequent renewal date of said insurance.

(d) In the event that Tenant desires during the Term to carry any insurance required of Tenant under this Lease via a program of self-insurance, Tenant shall deliver to Landlord details of its self-insurance program including, without limitation, its self-insured retention limits, any excess insurance coverages over such retention limits and such other details of the self-insurance of the coverages required under this Lease as reasonably requested by Landlord, all of which shall be subject to Landlord's reasonable approval. In addition, Tenant shall have the right to carry the insurance required of Tenant under this Lease pursuant to a blanket policy, provided, however, that such blanket policy has an endorsement specifically covering the Premises as an insured location under such blanket policy for the risks and in the minimum amounts specified herein.

(e) Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture and/or furnishings or any trade fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Landlord will not be obligated to repair any damage thereto or replace the same.

(f) Tenant, upon Landlord's request from time to time, provided the request is commercially reasonable and obtained by Landlords of similar commercial properties in the Des Moines, Iowa metropolitan area, may be required to obtain additional types of insurance coverage or increase the limits on existing coverage (i) which reflect decreases in the value of the dollar or increase in the cost of the items insured, (ii) which reflect a change in Tenant's business or (iii) which reflect limits to amounts which Landlord may be requiring of new tenants of the Project. The policies of insurance required to be maintained by Tenant under the terms of this Lease shall be primary and non-contributory and shall be issued by financially responsible insurance companies licensed to do business in Iowa, rated A VIII or better by Best's Insurance Guide and acceptable to Landlord.

(g) Landlord agrees to carry during the entire Term and any extensions thereof casualty and liability insurance equivalent to or in excess of the coverage typically carried by owners of other comparable office buildings in the Des Moines, Iowa metropolitan area with insurers rated A:VIII or better by Best's Insurance Guide, but in no event less than:

(i) Property insurance on the Building in the form of an All Risk, Special Form or Direct Damage policy and Boiler & Machinery coverage, both in the amount of the full replacement cost thereof. Coverage shall also include (I) Building Ordinance and Demolition coverage with a limit of not less than \$100,000 and Business Income coverage written on a special form basis with limits representing a minimum of 12 months lost rental income and (II) an endorsement to repair, replace or re-commission the Building for re-certification pursuant to the Environmental Protection Agency's Energy Star® rating or design to earn Energy Star®, U.S. Green Building Council's Leadership in Energy or Environmental Design (LEED) rating system, or support achieving energy and carbon targets; and

(ii) Commercial General Liability Insurance utilizing ISO form CG0001 (or its equivalent) in an amount not less than \$1,000,000 per occurrence, \$1,000,000 Personal Injury and Advertising injury, \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate. There shall be no exclusions deleting or limiting the above coverages from the CG0001 form (or its equivalent). Coverage shall include, but shall not be limited to, coverage for bodily injury, loss of life or property damage occurring in or about the Building and on any portion of the streets and sidewalks adjacent thereto or anywhere in or about the Premises. Contractual liability coverage shall also be included. Tenant, its related or affiliated entities, parents, subsidiaries, partnerships, joint ventures, limited liability companies, trusts, and assigns, corporations, and any subsidiary corporations now existing or hereafter created, of every tier, and their respective directors, officers, partners, agents, employees, volunteers, members, trustees and shareholders shall be named as additional insureds.

(iii) Umbrella policy with limits of not less than \$5,000,000 per occurrence.

10. WAIVER OF SUBROGATION.

Notwithstanding other provisions of this Lease, in any event of loss or damage to the Building, the Premises, and/or any contents, each party hereto shall look first to any insurance in its favor before making any claim on the other party, and to the extent possible without additional cost, each party shall obtain for each policy of insurance required to be maintained hereunder, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to such extent permitted, for itself and its insurers, waives all such insured claims against the other party.

11. ALTERATIONS AND TENANT IMPROVEMENTS.

Except for non-structural alterations, Tenant may not make alterations in or additions to the Premises unless Tenant has obtained Landlord's prior written permission to do so (which approval shall not be unreasonably withheld or delayed by Landlord and provided that Tenant complies with the provisions of this Section 11). For alterations or additions requiring Landlord's approval, Tenant shall, if requested by Landlord, furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits, and indemnification in form and amount satisfactory to Landlord, and shall obtain waivers of lien in

form satisfactory to Landlord against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions. Whether Tenant furnishes the Landlord the foregoing or not, Tenant hereby agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations or additions by Tenant. Before commencing any work in connection with alterations or additions, Tenant, if requested by Landlord, shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials insuring the Landlord against any and all liabilities which may arise out of or be connected in any way with said additions or alterations in form and amount reasonably acceptable to Landlord. Tenant will carry and will cause Tenant's contractors and subcontractors to carry such worker's compensation, general liability, personal and property damage insurance as Landlord may reasonably require. Tenant shall pay the cost of all such alterations and additions and also the cost of decorating the Premises occasioned by such alterations and additions. Upon completing any alterations or additions, Tenant, if requested by Landlord, shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and material expended and used. All alterations and additions shall comply with all insurance requirements and with all relevant laws, ordinances or regulations of municipalities, counties, state or departments and agencies thereof. All alterations and additions shall be constructed in a good and workmanlike manner and only good grades of materials shall be used. In the event that a mechanics lien is filed against the Premises or the Building for work claimed to have been furnished to Tenant, Tenant shall either see that such lien is discharged within thirty (30) days following Tenant's receipt of notice thereof, or Tenant shall post a bond to assure the payment of said lien with Landlord in an amount reasonably satisfactory to Landlord.

Tenant shall be permitted to hang pictures and shelving and perform other similar minor decorating activities and to perform non-structural alterations which alterations do not require the acquisition of a building permit, without securing Landlord's prior consent; provided that Tenant complies with all pertinent building code, fire, safety and other such governmental regulations and that Tenant does not take any action which could in any way interfere with the structural, mechanical, electrical, maintenance, HVAC or plumbing systems of the Building.

12. REPAIRS.

Subject to Landlord's obligations described below, Tenant, at its expense, shall keep the interior, non-structural areas of the Premises and all fixtures contained therein in a clean and neat condition and in good order and repair. Tenant shall keep the Premises in a sanitary condition and shall not commit any nuisance or waste on the Premises, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by Landlord. Tenant shall comply with all laws, orders and regulations of Federal, state and municipal government authorities relating to or governing the use and repair of the Premises and shall repair any and all damage to the Premises caused by Tenant. If Tenant shall fail to keep and preserve the Premises in the state of condition required by the provisions of this paragraph, the Landlord may, at its option, after delivering to Tenant written notice of such failure and allowing Tenant a reasonable period of time to cure such failure, put or cause the same to be put into said condition and state of repair. In such case, Tenant, within thirty (30) days after receiving written demand and any relevant invoices, shall pay the cost thereof to Landlord which shall constitute Additional Rent.

All damage or injury to the Premises or to the Project caused by Tenant moving furniture, fixtures, equipment or other devices in or out of the Building or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, servants or employees, or resulting from any other cause of any other kind or nature whatsoever, whether due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements by either party to this Lease shall be in quality and class equal to the original work. Landlord either voluntarily or pursuant to governmental requirement may, at Landlord's own expense, make repairs, alterations or improvements in or to the Building or any part thereof, including the Premises and while performing the same, may temporarily close entrances, doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without liability to Tenant by reason of any such interference, inconvenience or annoyance, provided, however, that Landlord shall use all reasonable efforts to reduce to a minimum such interference, inconvenience or annoyance to Tenant; and provided further, however, that if Tenant's actual use of the Premises and conduct of its business in the Premises is subject to material interference and such interference continues for more than forty-eight (48) hours, then Tenant shall be entitled to an equitable abatement of rent for such period as the interruption is in effect.

Landlord shall keep the Common Areas of the Building and the Project in a clean, neat and first-class condition (including, without limitation, daily cleaning of any Common Area restrooms prior to 5:00 p.m. on weekdays). Landlord shall make all necessary repairs to the structural portions of the Premises, Building and Project, the exterior walls, exterior doors, exterior locks on exterior doors and windows of the Building, floors, ceilings, roofs and foundations, the Common Areas and public corridors and other public areas of the Project, the HVAC system servicing the Building and/or Premises, and all Building electrical, plumbing, mechanical and other systems and Building standard equipment. Landlord shall maintain the foregoing in good condition and repair and replace any such systems and equipment at the end of such system's and/or equipment's normal and useful life. Landlord, at Landlord's sole expense, shall be responsible for the cost of repairing any and all latent or patent structural defects in the Building throughout the Term, including any Extension Term. All work by Landlord pursuant to this Section 12 shall be done in such a manner as to minimize unreasonable interference, inconvenience and annoyance to Tenant. The Common Areas and the entrance and exit to the Premises and the Building will not be modified, reconfigured or altered in any manner that would materially affect access to or the appearance and design of the Premises and/or materially and adversely affect Tenant's use of the Premises without Tenant's prior written consent (which consent may be withheld in Tenant's sole discretion), nor will any action be taken by Landlord with respect to the Common Areas the effect of which would be to (i) materially interfere with Tenant's business operation in or materially diminish the use and enjoyment of the Premises for the purposes intended, or (ii) discriminate between tenants in the Building.

13. RULES AND REGULATIONS.

Except as otherwise provided herein, Tenant shall observe and comply with rules and regulations in this Lease set forth, together with those attached hereto as **Exhibit D**, and such

further reasonable rules and regulations as Landlord may prescribe on written notice to Tenant for the safety, care and cleanliness of the Project and the comfort, quiet and convenience of other occupants of the Project. If any such rules and regulations are contrary to the terms of this Lease, the terms of this Lease shall govern. Any rules or regulations the application of which would (a) conflict with any provisions of this Lease or with any rights granted to Tenant hereunder or (b) have a materially adverse impact on Tenant's business operations and/or use of the Premises as provided in this Lease will be deemed waived as to Tenant to the extent necessary to protect Tenant's interests hereunder. Landlord will not apply the rules and regulations more strictly as against Tenant as such rules and regulations are enforced vis a vis other tenants and occupants, and Landlord will provide Tenant with reasonable advance written notice of any changes in the rules and regulations.

14. FIRE AND OTHER CASUALTY.

If the Premises or the Building are made untenable by fire or other casualty, including damage or casualties of war, Landlord shall immediately take such action as is necessary to reconstruct, repair, restore and rehabilitate the Premises and the Building, provided, however, that if a registered architect selected by Landlord licensed to do business in Iowa should certify that such repairs and rehabilitation to the Premises cannot be accomplished by using standard working methods and procedures so as to make the Premises tenable within three (3) months from the date rehabilitation is started, Landlord shall have the right to terminate this Lease by giving to Tenant notice of such election within ten (10) days after receipt of the architect's certificate. If this Lease is not terminated by either party and as the result of any damage or destruction, the Premises, or a portion thereof, are rendered untenable, the Base Rent and Adjustment Rent shall be equitably abated during the period of restoration based upon the extent to which such damage and restoration materially interfere with Tenant's business in the Premises. Notwithstanding any of the foregoing, if (i) the Premises are rendered unusable for longer than one hundred eighty (180) days after the date of the casualty (without regard to any force majeure event); (ii) if Landlord's insurance will not provide sufficient funds to rebuild and Landlord does not provide additional funds required, or (iii) Landlord, having commenced repair and restoration, fails to complete the necessary repairs and restoration within one hundred eighty (180) days after the date of the casualty (without regard to any force majeure event), then Tenant shall have the right to cancel this Lease by written notice given to Landlord at any time prior to completion of such repairs and restoration.

15. EMINENT DOMAIN.

In the event the whole of the Premises, the Building or the Project shall be taken under the power of eminent domain, or sold to prevent the exercise thereof (collectively, a "Taking"), this Lease shall automatically terminate as of the date of such Taking. In the event a Taking of a portion of the Project, the Building or the Premises shall, in the reasonable opinion of either party, substantially interfere with that party's operation of business thereon, the party making such determination may terminate this Lease upon thirty (30) days' written notice to the other party given at any time within sixty (60) days following the date of such Taking. For purposes of this Lease, the date of Taking shall be the earlier of the date of transfer of title resulting from such Taking or the date of transfer of possession resulting from such Taking. In

the event that a portion of the Premises is so taken and this Lease is not terminated, Landlord shall, with reasonable diligence, restore (to the extent permitted by applicable law and regulations) the Premises, other than Tenant's personal property and fixtures, but including the Tenant Improvements, to a complete, functioning unit. The Base Rent and Adjustment Rent shall be apportioned as of the date of such Taking, and any Rent paid for any period beyond said date shall be repaid to Tenant. Tenant shall have the legal right to prosecute a separate claim in the condemnation proceeding for any relocation award to which it may be entitled or for any furniture, trade fixtures or other fixtures which Tenant is entitled to remove at the termination of this Lease and which are subject to the Taking, for the unamortized cost of any improvements paid for by Tenant and for any relocation or other business disruption loss Tenant incurs as a result of the Taking. If a portion of the Project is taken such that Landlord cannot provide Tenant with access to the Premises or the parking rights set forth herein, Tenant shall have the right to terminate this Lease upon thirty (30) days' written notice to Tenant given at any time within sixty (60) days following the date of such Taking.

16. SURRENDER OF PREMISES.

On the Termination Date, Tenant shall peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided. On the Termination Date, Tenant shall, at its expense, remove all of its trade fixtures and equipment from the Premises, and all property not removed shall be deemed abandoned. Tenant shall leave the Premises in good order, reasonable wear and tear and casualty not caused by Tenant excepted. Tenant shall reimburse Landlord for any expenses reasonably incurred by Landlord with respect to repair of the Project as a result of Tenant's removal of Tenant's trade fixtures and equipment, and with respect to restoring said Premises to good order, condition and repair. All alterations, additions, fixtures, paneling, partitions, railings and like installations, other than Tenant's trade fixtures and equipment, which have been made or installed by either Landlord or Tenant upon the Premises shall remain the Landlord's property and shall be surrendered with the Premises as a part thereof. Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in or surrendering the Premises, including, without limitation, claims made by any succeeding tenants founded on such delay and any attorneys' fees resulting therefrom. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of combinations on any vaults, locks and safes left on the Premises. Notwithstanding the foregoing, Tenant shall leave all Tenant Improvements and the power panels, electrical distributions systems, wires and cabling, lighting fixtures, air conditioning, window coverings, carpets, ceilings and plumbing on the Premises at the expiration or earlier termination of the Lease. If Landlord will require Tenant to remove any alterations installed or constructed by Tenant after the Commencement Date, Landlord shall notify Tenant of such requirement in writing at the time Landlord approves such alterations.

17. HOLDING OVER.

Any holdover by Tenant beyond the Termination Date shall create a month-to-month tenancy at one hundred fifty percent (150%) of the then current Rent, it being agreed that Landlord shall notify Tenant in writing as early as possible in advance of the scheduled expiration of this Lease if Landlord has committed the Premises to another party or for an

alternate use and the date by which the Premises must be vacated following the expiration of this Lease to allow Landlord to accommodate such other party or alternate use. Notwithstanding the foregoing, Tenant may elect, upon written notice to Landlord at least one-hundred eighty (180) days prior to the expiration of the Term, that Tenant elects to remain in the Premises for up to sixty (60) days after the expiration of the Term and, in such event, Tenant shall have the right to continue in occupancy of the Premises during such sixty (60) day period at one hundred twenty-five percent (125%) of the then current rent provided that Tenant, during such period, makes arrangements to vacate the Premises at the expiration of the sixty (60) day period; and provided, further, that in the event Tenant fails to vacate the Premises at the expiration of the sixty (60) day period, then the holdover rent shall be increased to one hundred fifty percent (150%) of the then current Rent on a month-to-month basis until Tenant vacates the Premises as provided in the first sentence of this Section 17.

18. DEFAULTS; LANDLORD'S REMEDIES.

(a) The following shall constitute "Defaults" under this Lease:

(i) If Tenant does not pay Rent and if the default is not remedied ten (10) days after Tenant's receipt of written notice from Landlord that such amount is past due;

(ii) If Tenant defaults in the prompt and full performance of any other provision of this Lease and if such default is not remedied or prompt and full performance is not accomplished by Tenant within thirty (30) days after Tenant has received written notice from Landlord of such default; provided that if the default cannot by its nature be fully cured within thirty (30) days, then Tenant shall have such period of time as may be reasonably required to effect a cure, so long as Tenant is diligently and continuously pursuing a cure;

(iii) if the leasehold interest of Tenant is levied upon, under execution or is attached under process of law, which levy or attachment continues for a period of thirty (30) days;

(iv) if Tenant shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts or shall make a general assignment for the benefit of creditors;

(v) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, or shall seek or consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, and if such condition shall continue for a period of twenty (20) days; or

(vi) if any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, trusteeship, receivership, liquidation

or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, is not dismissed within sixty (60) days after commencement of filing notice.

(vii) If Tenant fails to take possession of the Premises upon completion of the Tenant Improvements or, after having taken possession, shall abandon the Premises for a period in excess of thirty (30) days (it being understood that if Tenant vacates the Premises, continues to pay Rent and complies with all other terms of this Lease with respect to the Premises, Tenant shall not be deemed to have abandoned the Premises and shall not be in default under this Section 18(a)(vii)).

(b) Upon the occurrence of any Default, Landlord may, if Landlord so elects, but not otherwise, terminate this Lease and Tenant's rights of possession upon this Lease, or without terminating this Lease merely terminate Tenant's rights of possession.

(c) If Landlord elects to terminate this Lease as herein provided, Landlord may recover from Tenant:

(i) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount of the unpaid rent accruing after termination and until the time of award ; plus

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the then reasonable fair rental value of the Premises for the same period.

As used in subparagraphs (i), (ii) and (iii) above, the "worth at the time of award" shall be computed by applying the then current Federal Reserve Bank discount rate. As used in subparagraph (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve at the time of award. In addition, notwithstanding the foregoing recovery rights, in no event shall Landlord's claim for damages in the event of termination exceed the amount expressly permitted by Des Moines, Iowa statutes.

(d) If, following a termination of this Lease or only of Tenant's possessory rights, Landlord elects to relet the Premises, in whole or in part, Landlord may take possession of the Premises and all contents thereof and such possession shall not release Tenant from its obligations to pay Rent under this Lease. Landlord may grant rent concessions and Tenant shall not be credited therewith. No such reletting shall constitute a surrender and acceptance, or be deemed evidence thereof. If the consideration collected by the Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the Rent reserved in this Lease including the reasonable cost of reletting, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand as it becomes due, including the reasonable cost of reletting. If, at the time of such event, there is vacant space in the Building, Landlord may lease such vacant space before being obligated to relet any part of the Premises.

(e) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed and stored by Landlord at the risk, cost and expense of Tenant, provided, however, that Landlord shall use reasonable care and caution to prevent any damage or loss to such property in removing and storing such property. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all reasonable storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control, which amounts shall constitute Additional Rent. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, or any extension thereof, shall be conclusively deemed to have been forever abandoned by Tenant.

(f) If Tenant should default under the terms of this Lease and such default is not cured in accordance with the terms hereof, Landlord shall be entitled to all reasonable costs, charges, expenses, and attorneys' fees incurred by Landlord in connection therewith.

(g) A receipt by Landlord of Rent with knowledge of the breach of any covenant herein by Tenant (including the payment of Rent) shall not be deemed a waiver of such breach, and no waiver by Landlord of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. The receipt by Landlord of a lesser amount than the Rent then due shall not be construed to be other than a payment on account of the Rent then due, nor shall statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of Rent due or to pursue any other remedies provided in this Lease. No act or thing done by Landlord or Landlord's agents or employees during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of the covenants, conditions and provisions of this Lease.

(h) If Landlord fails to perform any of its obligations or breaches any of its covenants contained in this Lease and (unless another time limit is elsewhere in this Lease specifically provided) the default continues for a period of thirty (30) days after written demand for performance is given by Tenant, or if the default is of such a character as to require more than 30 days to cure and Landlord shall fail to commence said cure promptly and use reasonable diligence in working to complete such cure as quickly as reasonably possible, and if such default has a material adverse impact on Tenant's use of the Premises, then Tenant shall receive an equitable abatement of rent from the date of such default until the date of its cure, and Tenant shall have the option, in addition to any other remedies provided in this Lease, at law or in equity (including the right to sue for damages, an injunction or specific performance), to do any one or more of the following, collectively or individually, concurrently or separately, in any order and as often as necessary: (i) to elect to make such payments and cure such defaults on behalf of Landlord and, in connection therewith, do all work and make all payments deemed necessary or appropriate by Tenant (including payment of costs including reasonable attorneys' fees and charges in connection with any legal action which may have been considered or commenced),

and all sums so expended by Tenant are subject to interest at the default rate of interest set forth in Section 33(b) of this Lease from the date of Tenant's original default notice and shall, at Tenant's option, be offset against future rentals due hereunder or reimbursed to Tenant by Landlord within ten (10) days following the date of Tenant's written demand; or (ii) in the event of a default by Landlord under Schedule Section 20 ("**Exclusivity**"), Section 27 ("**Signage**") or Section 33(n) ("**regarding parking rights of Tenant**") to elect to terminate this Lease.

(i) Notwithstanding any provision of this Lease to the contrary, any and all remedies set forth in this Lease:

(w) shall be in addition to any and all other remedies that a party may have at law or in equity,

(x) shall be cumulative; and

(y) may be pursued successively or concurrently as a party may elect. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

(z) no special, consequential, punitive or extraordinary damages shall be asserted against any party under this Lease on account of a default and the exercise of any remedies set forth herein.

19. **HVAC SYSTEMS.**

Tenant agrees to cooperate fully with the Landlord in the operation of the heating, ventilating, air conditioning systems and to abide by all reasonable regulations and requirements which Landlord may prescribe to permit the proper functioning and protection of said systems.

20. **SUBLETTING AND ASSIGNING.**

Tenant shall have the right to assign this Lease or to sublet all or any part of the Premises only on the following conditions.

(a) Approval in writing by Landlord must first be obtained, provided, however, Landlord shall not unreasonably withhold or delay such approval.

(b) No assignment or sublease shall relieve Tenant of its obligations hereunder.

(c) Tenant shall seek such written consent of Landlord by a written request therefor, setting forth such information as Landlord may deem necessary. Without limiting the foregoing, it will not be unreasonable for Landlord to withhold consent if any intended use by any proposed assignee or subtenant conflicts with any written commitment made by Landlord to any other tenant of the Building. Tenant's request for consent shall be in writing and contain the

name, address, and description of business of the proposed assignee or subtenant, its most recent financial statement and other evidence of financial responsibility, intended use of the Premises, and the terms and conditions of the proposed assignment or subletting. Consent by Landlord to any assignment of this Lease or to any subletting of the Premises shall not be a waiver of Landlord's right under this paragraph as to any subsequent assignment or subletting. Except as otherwise provided herein, no such assignment or subleasing shall relieve Tenant of any of Tenant's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignee, sublessee or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of Landlord, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Tenant, and shall agree in writing to be bound thereby.

(d) Notwithstanding any provision in this Lease to the contrary, Tenant shall have the right to assign this Lease or sublet all or a portion of the Premises without Landlord's consent to any corporation or business entity which controls, is controlled by or is under common control with Tenant, or to a corporation or other business entity resulting from a merger or consolidation with Tenant, or to any person or entity which acquires substantially all of the assets of Tenant's businesses as a going concern ("**Affiliate**"); provided that in the case of an assignment, the assignee assumes in full the obligations of the Tenant under this Lease and that the use of the Premises remains unchanged.

(e) In the event that Tenant proposes to assign or sublease to an assignee or subtenant whose net worth is equal to or greater than Fifty Million Dollars ("\$50,000,000") and Landlord consents to such assignment or sublease, Tenant shall be released from all liability occurring from and after the effective date of the assignment or sublease with respect to the portion of the Premises subject to such assignment or subletting, and such release shall be documented in Landlord's consent.

(f) Notwithstanding the foregoing, Tenant shall also have the right to provide space in the Premises from time to time (i) to business entities or other organizations for purposes of conducting educational programs and/or meetings, and (ii) to concessionaires or independent contractors who provide services directly related to Tenant's use (such as bookstore and food/beverage service operations) and serving Tenant's staff, guests and students, and such use of the Premises shall not constitute an assignment, sublease or other transfer by Tenant hereunder.

(g) Tenant shall have the right to collect the difference between the sublease rent and the Rent under this Lease.

21. **NOTICES.**

(a) All notices to be given by one party to the other party under this Lease shall be given in writing, mailed, or delivered as follows:

(i) To the Landlord at the office of its management agent located at the Project or to such other person at such other address designated by notice sent to Tenant, and after commencement of the term, at the address to which Rent is payable.

(ii) To Tenant at the address set forth in Item 2 of the Schedule.

(b) Any notice required or permitted to be given hereunder must be in writing and given by: (a) personal delivery; (b) delivery by United States Postal Service certified mail, with postage prepaid and return receipt required or (c) delivery by a reputable overnight courier. Notices shall be deemed to have been given when received after deposit in the U.S. mail in accordance with the requirements set forth herein or on the date of documented delivery or refusal to accept same if delivered in person or by overnight courier.

22. QUIET POSSESSION.

So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy the possession of the Premises without any encumbrance or hindrance by, from, or through Landlord, its successors and assigns.

23. INTERRUPTION OF SERVICES OR USE.

Except as may be otherwise set forth herein, interruption or curtailment of any service maintained in the Building, if caused by strikes, mechanical difficulties, or any causes beyond Landlord's control, whether similar or dissimilar to those enumerated, shall not entitle Tenant to any claim against Landlord or to any abatement in Rent, nor shall the same constitute constructive or partial eviction, unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

24. CONDITION OF LANDLORD'S LIABILITY.

Except as may be otherwise set forth herein, Tenant shall not be entitled to claim a constructive eviction from the Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions, constituting a breach of Landlord's obligations under the Lease, giving rise thereto, and if the complaints be justified, Landlord shall have such period of time as shall be reasonably required to commence and thereafter diligently pursue a cure of such conditions.

25. HAZARDOUS SUBSTANCES AND MATERIALS.

During the term of this Lease, Tenant shall not suffer, allow, permit or cause the generation, accumulation, storage, possession, release or threat of release of "hazardous substances," "pollutants," "hazardous waste" or "toxic materials" as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, *et seq.*, as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal, state or local law, ordinance, rule or regulation, including extremely flammable substances, explosives, radioactive materials and petroleum/petroleum products (collectively, "**Hazardous Substances**"); provided, however, that the foregoing prohibition shall not be applicable to (a) Hazardous Substances which are present at the Premises prior to the date hereof, or (b) normal

and reasonable amounts of cleaning, office and pest control supplies reasonably necessary for maintenance of the Premises so long as such materials are properly, safely and lawfully stored and used by Tenant and the quantity of the same does not equal or exceed a "reportable quantity" as defined under 40 C.F.R. 302 and 305, as amended.

26. **CONDITION OF PREMISES.**

Except as may be otherwise set forth herein, neither Landlord nor Landlord's agents have made any representations or promises with respect to physical condition of the Project, the rents, leases, Operating Costs, Taxes, or any other matter or thing affecting or relating to the Premises except as herein expressly set forth, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

27. **SIGNAGE.**

Tenant shall have the right, at Tenant's sole cost and expense, to install its signage ("**Tenant's Signage**") on the north façade of the Premises in accordance with Tenant's sign rendering attached to this Lease as Exhibit E (the "**Sign Rendering**"). Landlord has previously approved the Sign Rendering. Landlord hereby grants to Tenant a license for purposes of installation, maintenance, repair, replacement and removal of Tenant's Signage, and for such access to that portion of the Building where Tenant's Signage is installed as may be reasonably necessary for such purposes. On or before the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove Tenant's Signage and repair any damage to the Building which is directly caused by such removal of Tenant's Signage.

28. **RIGHT OF FIRST OPPORTUNITY.**

During the Term of the Lease, Landlord shall notify Tenant in writing of any space contiguous to the Premises on the first floor of the Building becoming available for lease and shall propose rent and other lease terms and conditions for the lease of such space ("**Right of First Opportunity**"), except that the terms shall be coterminous with the term and extensions of this Lease. Tenant shall have ten (10) business days following receipt of Landlord's notice to elect to rent such additional space, which election Tenant shall make in writing to Landlord prior to the end of the ten (10) business day period if Tenant desires to lease the proposed space. Failure of Tenant to notify Landlord prior to the end of said ten (10) business day period shall be deemed Tenant's rejection of the right to rent such additional space. If Tenant does not so elect (or is deemed not to elect) to rent the additional space within such time period, Landlord may lease the space to another tenant at a rate and on terms and conditions substantially the same as those offered to Tenant. If Landlord agrees to lease said space to another tenant on terms substantially more favorable than those offered Tenant, Tenant must first be offered the space on the more favorable terms before such space may be leased to the other tenant; provided that, in this situation, Tenant will make its election within five (5) business days of receipt of Landlord's notice of more favorable terms. For purposes of this Section 28 and as an example only, the offer of a rental rate to another tenant that is more than ten percent (10%) less than the rental rate offered to Tenant shall be considered a term that is "substantially more favorable" to the other

tenant. In addition, Tenant's election either to exercise or not to exercise its Right of First Opportunity as to particular offered space shall not terminate such continuing right to lease as to other space which may become available within the Building which is contiguous to or adjacent to the Premises. Tenant's election (or deemed election) not to exercise its Right of First Opportunity shall not terminate Tenant's Right of First Opportunity with respect to any future leasing of such contiguous space by Landlord and, in such event, the same provisions set forth in this Section 27 shall apply to Tenant's continued right to lease such space.

29. ROOFTOP.

Subject to compliance with state or local statute, rule, code or ordinance and all other relevant laws, statutes, ordinances, codes or regulations and approval by any applicable government agency, Tenant will have the right, at Tenant's cost, to place an antenna solely for its own use on the roof of the Building at a location mutually acceptable to Landlord and Tenant. Landlord hereby grants to Tenant a license for purposes of installation, maintenance, repair, replacement and removal of any such antenna, and for such access to the roof of the Building as may be reasonably necessary for such purposes. Any such rooftop equipment installed by Tenant shall not interfere with any other Tenant of the Building. Tenant shall be obligated to maintain in good condition and repair any such equipment and be responsible, at Landlord's reasonable request, to make any repairs which are required to maintain such equipment in good and safe condition. Tenant shall be obligated to remove any such equipment, at its sole cost and repair any damage to the roof of the Building resulting from any such removal at the termination of the tenancy under this Lease. Landlord shall approve the construction and installation of the equipment in all respects, which approval shall not be unreasonably withheld or delayed.

30. TITLE IV COMPLIANCE.

Landlord represents that neither Landlord nor any of its Affiliates has ever participated as an institution or third-party servicer in any federal student aid program authorized under the Higher Education Act of 1965, as amended. Landlord, upon its knowledge and belief without any duty to investigate, represents that neither it, nor any of its employees, directors, officers, subcontractors or Affiliates has been: (i) convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or (ii) administratively or judicially determined to have committed fraud or any other material violation of law, in each case involving Federal, State, or local government funds or contracts. From time to time during the Term, Landlord agrees to promptly reaffirm to Tenant the representations in this Section upon Tenant's request. If Landlord breaches any of the representations, warranties or covenants set forth in this Section and (a) such breach results in Landlord or its members being debarred from contracting with the Federal government, (b) in the event of any breach resulting from the actions of any employee, director, officer, such individual is not terminated within thirty (30) days following the conviction, plea or administrative or judicial determination, or (c) in the event of any breach resulting from the actions of any subcontractor, the contract with such subcontractor is not terminated within thirty (30) days following the conviction, plea or administrative or judicial determination (each a "**Triggering Event**"), Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days following the date Tenant receives written notice of a Triggering Event. The

termination shall be effective on the date specified by Tenant in such notice, which date shall be not earlier than thirty (30) days nor later than one hundred eighty (180) days following the giving of such notice. Upon the effective date of such termination, Landlord and Tenant shall have no further obligations under this Lease except for those obligations which survive the expiration or earlier termination of this Lease pursuant to its terms.

31. **CONDITIONS PRECEDENT; OTHER OBLIGATIONS.**

(a) Zoning: On or before the parties' execution of this Lease, Landlord will provide Tenant with a zoning letter from the applicable governing authority indicating the Premises can be used as an institution of higher education. If a use permit or other approval is required in connection with the Permitted Use, the Landlord shall obtain such permit or approval at Landlord's cost and as a condition to this Lease.

(b) Deed Restrictions: Landlord must obtain the consent of any and all third parties from whom consent to the Lease is required, including any third parties under any deed restrictions to which the Premises are subject, to allow the Permitted Use in the Building.

(c) Regulatory Approvals: Landlord acknowledges and agrees that Tenant's use of the Premises for the Permitted Use is subject to certain educational regulatory approvals (each, a "**Regulatory Approval**" and collectively, the "**Regulatory Approvals**"), and therefore, Tenant's obligations under this Lease are subject to receipt of such Regulatory Approvals (the "**Regulatory Contingency**"). As soon as is reasonably possible based on the standards of the applicable educational regulatory agency (each, a "**Regulatory Agency**" and collectively, the "**Regulatory Agencies**"), Tenant will file an application for the applicable Regulatory Approval (each, a "**Regulatory Approval Application**", and collectively, the "**Regulatory Approval Applications**"), with each applicable Regulatory Agency. In the event that Tenant does not receive (but is not denied) all Regulatory Approvals within sixty (60) days following the date of execution of this Lease (the "**Regulatory Approval Deadline**"), Tenant may elect, in its sole and absolute discretion, to either: (i) terminate this Lease, in which case all amounts previously paid by Tenant to Landlord shall be returned to Tenant and neither party shall have any further obligation hereunder; or (ii) extend the Regulatory Approval Deadline by an additional thirty (30) days (the "**Extended Regulatory Approval Deadline**"), such election to be made by Tenant's delivery of written notice (a "**Regulatory Notice**") to Landlord on or before the Regulatory Approval Deadline; provided that Tenant's failure to deliver a Regulatory Notice to Landlord prior to the Regulatory Approval Deadline shall be deemed an election by Tenant to extend the Regulatory Approval Deadline to the Extended Regulatory Approval Deadline. If Tenant has elected (or is deemed to have elected) to extend the Regulatory Approval Deadline to the Extended Regulatory Approval Deadline and then does not receive (but is not denied) all Regulatory Approvals on or before the Extended Regulatory Approval Deadline, then Tenant may elect, in its sole and absolute discretion, to either: (i) terminate this Lease, in which case all amounts previously paid by Tenant to Landlord shall be returned to Tenant and neither party shall have any further obligation hereunder; or (ii) waive the Regulatory Contingency, such election to be made by Tenant's delivery of a Regulatory Notice to Landlord on or before the Extended Regulatory Approval Deadline; provided that Tenant's failure to deliver a Regulatory Notice prior to the Extended Regulatory Approval Deadline shall be deemed an election by

Tenant to terminate this Lease. If any Regulatory Approval Application is at any time denied, this Lease shall automatically, without the need for any action by either Landlord or Tenant, terminate, in which case all amounts previously paid by Tenant to Landlord shall be returned to Tenant and neither party shall have any further obligation hereunder. The termination options set forth in this Section shall be null and void in the event the Regulatory Approvals are received on or before the delivery of a Regulatory Notice which terminates this Lease. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be required to commence preparation of Working Drawings until Tenant receives the Regulatory Approvals pursuant to the provisions of this Section. Landlord has no obligation to expend funds or commence construction of Tenant Improvements unless and until any and all Regulatory Approvals are obtained or waived by Tenant.

(d) Landlord represents and warrants to and covenants with Tenant as follows:

(i) Legal Compliance. To the best of Landlord's knowledge, the Building (inclusive of the Premises) and the Land currently are, and during the Term will remain, in compliance with all applicable laws, rules, regulations, ordinances and local codes, including, without limitation, O.S.H.A. rules and regulations governing asbestos and asbestos containing materials and the Americans with Disabilities Act and/or any comparable state statute ("**Applicable Laws**"). To the best of Landlord's knowledge, the Building is also in compliance with all private covenants, conditions and restrictions affecting the Building, if any (the "**Deed Restrictions**"), copies of which have been given to Tenant, which could affect Tenant's use of the Premises. The Deed Restrictions do not conflict with terms of this Lease. Landlord has obtained any and all consents of third parties necessary to permit Tenant to operate the Premises for the permitted uses set forth in this Lease.

(ii) Environmental Compliance. To the best of Landlord's knowledge, the Building is as of the date hereof and the Premises upon commencement of the Term will be free from Hazardous Substances, in full compliance with any applicable Environmental Law and not located within a Superfund site as specified by the Environmental Protection Agency. As used in this paragraph, the term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or environmental conditions, and the term "Hazardous Substances" shall mean any material, waste, substance, pollutant or contaminant which may or could pose a risk of injury or threat to health or the environment. To the best of Landlord's knowledge, any use, storage, treatment, or transportation of Hazardous Substances which may have occurred in or on the Premises or the Building prior to the date hereof has been in compliance with all applicable Environmental Laws. Landlord agrees to defend and shall indemnify and hold Tenant harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term (as such may be extended) from or in connection with the presence of Hazardous Substances in or on the Premises or the Building, except to the extent that the Hazardous Substances are

present as a result of acts of Tenant, Tenant's agents, employees, contractors or invitees. This indemnification shall survive the expiration or earlier termination of this Lease.

(iii) Landlord's Authority. Any individual executing this Lease on behalf of Landlord is authorized to do so by requisite action of the appropriate board, partnership, or other entity, as the case may be. Upon written request from Tenant, Landlord will deliver to Tenant a copy of the resolution or other document evidencing such authority. Landlord has good and marketable fee simple title to the Building, including the Premises, with full right and authority to grant the estate demised herein and to execute and perform all of the terms and conditions of this Lease. Upon request of Landlord, Tenant will deliver to Landlord a copy of the resolution or other document evidencing the authority of Tenant (and the individuals executing this Lease) to execute and perform its obligations under this Lease.

(iv) Anti-Terrorism. Landlord is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that Landlord is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Landlord also represents and warrants to Tenant that neither Landlord nor its constituents or affiliates are in violation of any laws relating to terrorism or money laundering, including the aforesaid Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), as amended. Landlord hereby agrees to defend, indemnify and hold harmless Tenant for, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties by Landlord.

(v) Conflict of Interest. Landlord acknowledges and understands that Tenant has a Conflict of Interest Policy, which prohibits any employee, officer or director of Tenant or any Affiliate of Tenant from directly or indirectly receiving any financial or other benefit from Landlord, whether as a result of this Lease or otherwise. If Landlord becomes aware of a relationship with any employee, officer or director of Tenant or an Affiliate of Tenant during the term of this Lease that results in such employee, officer or director receiving any direct or indirect financial or other benefit from Landlord, Landlord shall disclose such relationship to Tenant in writing within fifteen (15) calendar days of learning about such relationship.

(vi) Gratuity. Landlord acknowledges and understands that Tenant has a Gift and Entertainment Policy, which prohibits employees, officers, directors, agents and representatives of Tenant and its Affiliates from accepting any gifts, gratuities, favors or advantages from Landlord except for insignificant items of low value such as business lunches and advertising items (for example, pens, calendars and the like).).

32. **OPTIONS TO EXTEND.**

Landlord grants to Tenant options to extend the term of this Lease (the "**Options to Extend**") for two (2) separate but consecutive additional periods of five (5) years each (each an "**Extension Term**"), subject to and upon the following conditions:

(a) The first Extension Term shall commence as of the expiration of the Term as set forth herein, and the second Extension Term shall commence as of the expiration of the first Extension Term.

(b) Tenant shall give written notice of its exercise of the Options to Extend to Landlord not less than one hundred eighty (180) days prior to the proposed commencement of the Extension Term (the "**Extension Notice**").

(c) The Extension Terms shall be upon all of the terms and conditions of the Lease, except the Base Rent, which shall be equal to ninety percent (90%) of the fair market rate for comparable space in comparable buildings in the same geographic submarket at the time of the commencement of each Extension Term provided. The Base Rent for each Extension Term shall be escalated for each year of the applicable Extension Term based upon the same percentage increase in the Base Rent during the initial Term of the Lease.

(d) No Event of Default beyond any applicable notice or cure period shall be in existence at either the time of exercise or at the commencement of an Extension Term.

(e) If Tenant fails to satisfy any of the foregoing conditions, the Options to Extend shall be null and void and of no further force and effect.

(f) The fair market rate referenced in Section 32(c) above, and other terms and conditions ("**Current Market Rate**") necessary to establish the rent when Tenant is exercising an option, shall be determined as follows:

(i) "Current Market Rate" shall be defined as the bona fide rates, terms and conditions then being offered in "arm's length" transactions to prospective tenants for comparable space in comparable buildings in the same geographic submarket as the Building, recognizing that there shall be no brokerage fees in the transaction and taking into consideration and making adjustment to reflect tenant finish allowances and concessions and the use of the calendar year in which the first Extension Term and the Second Extension Term each commences as the base year for Operating Expenses.

(ii) Landlord shall notify Tenant in writing of Landlord's determination of the Current Market Rate within fifteen (15) days following receipt of Tenant's notice. If, within fifteen (15) days after receipt of such market rate notice, Tenant fails to notify Landlord in writing of Tenant's objections to Landlord's proposed Current Market Rate, Tenant shall be deemed to have accepted Landlord's Current Market Rate and Landlord will prepare an appropriate amendment to this Lease. If, within the 15-day period, Tenant notifies Landlord in writing of its objections to Landlord's proposed Current Market Rate, the parties agree to negotiate their differences in good faith within thirty

(30) days following Tenant's notice of objections to Landlord. If the parties fail to agree on a Current Market Rate within the 30-day period, then Tenant shall have ten (10) days thereafter within which to withdraw its notice or to notify Landlord of its desire to arbitrate the Current Market Rate. If Tenant fails to notify Landlord of its election within the 10-day period, Tenant shall be deemed to have elected to arbitrate as of the last day of the 10-day period, and the determination of Current Market Rate shall be settled by arbitration in accordance with the provisions of subparagraph (c) below.

(iii) In the event of a continuing dispute concerning Current Market Rate, Tenant and Landlord shall each appoint a local appraiser who is a member of the American Institute of Real Estate Appraisers, or if it shall not then be in existence, a member of the most nearly comparable organization, and who has a minimum of five (5) years' experience in the Des Moines, Iowa commercial office leasing market, who is licensed by the State of Iowa, and who is not affiliated with either party or involved in an active transaction in which either party is also involved. Each party shall notify the other as to the name and address of the appraiser selected within ten (10) days after the arbitration election date. Each appraiser shall, during the next five (5) days, calculate the Current Market Rate and notify both parties of said determination of Current Market Rate. If the two appraisers agree upon a Current Market Rate, such determination shall be final and binding on the parties. If the difference between the rate calculated by each appraiser is \$0.20 per rentable square foot or less, the parties may mutually agree to elect to average the rates calculated by the two appraisers, such option to be exercised by written notice from each party to the other party and to the appraisers within five (5) days after receipt of notice by the appraisers of their Current Market Rate calculations. If both parties do not elect to average, the rates calculated by the two appraisers will not be so averaged. If Landlord and Tenant agree to such an averaging, the resulting figure shall be the agreed upon Current Market Rate. If Landlord and Tenant fail to agree to such an averaging within the 5-day notice period, the two appraisers shall select a third appraiser, who shall satisfy the same professional qualification requirements set forth above, and the appraisers will then notify Landlord and Tenant of such appraiser's name, address and selection within five (5) days following the failure of the parties to agree upon an averaging the Current Market Rate. The third appraiser will select one or the other of the two calculations of Current Market Rate submitted by the other two appraisers and will notify the parties and the appraisers within ten (10) days of being selected to make the Current Market Rate determination. The determination of the third appraiser shall be final and binding on Landlord and Tenant.

33. MISCELLANEOUS.

(a) Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Landlord, its successors and assigns, and Tenant, its permitted successors and assigns.

(b) All amounts owed to Landlord hereunder, for which the date of payment is not expressly fixed herein, shall be payable upon demand and shall bear interest at the rate of twelve percent (12%) per annum thereafter until paid.

(c) Landlord and Tenant shall each, upon not less than twenty (20) days' prior written notice by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying to those facts for which certification has been requested by the requesting party or any current or prospective purchaser, assignee or subtenant, holder of any security instrument, ground lessor or master lessor, including, but without limitation, that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Base Rent, Adjustment Rent and other charges hereunder have been paid, if any, and (iii) whether or not to the best knowledge of such party, Landlord or Tenant is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which such party may have knowledge.

(d) A failure of either party to insist on strict performance of any covenant, or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.

(e) Except as may be otherwise set forth herein, if the Premises are underlet or occupied by anybody other than Tenant and Tenant is in default hereunder, or if this Lease is assigned by Tenant, Landlord may collect rent from the assignee, under-Tenant, or occupant, and apply the net amount collected to the Rent herein reserved; but no such collection shall be deemed a waiver of the covenant herein against the assignment and underletting, or the acceptance of such assignee, under-Tenant or occupant as Tenant, or release of Tenant from further performance of the covenants herein contained.

(f) If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease shall be construed and enforced in accordance with the laws of the State of Iowa. This Lease shall be deemed to have been entered into and to be performed in Des Moines, Polk County, Iowa.

(g) The term "**Landlord**" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners of the Building at the time in question, and in the event of any transfers or conveyances, the then grantor shall be automatically freed and released from and after the date of such transfer or conveyance and assumption by the transferee of all liability as respects the performance of any conveyance or obligation on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall be binding on the Landlord, its successors and assigns only during and in respect to their respective periods of ownership.

(h) All preliminary and contemporaneous negotiations are merged into and incorporated into this Lease.

(i) This Lease can only be modified or amended by an agreement in writing signed by the parties hereto.

(j) All negotiations relevant to this Lease and the transactions contemplated hereby have been carried on by Landlord directly with Tenant and without the intervention of any other persons, and there are no brokerage or finders' fees or commissions payable to any parties as a result of this Lease. The Landlord agrees that it will indemnify Tenant against and in respect to any and all damages, losses, liabilities and expenses, including attorneys' fees, which may be incurred by Tenant as a result of any claims asserted against Tenant by any broker or other person on the basis of any arrangements or agreements made or alleged to have been made by Landlord; and Tenant agrees that it will indemnify Landlord against and in respect to any and all damages, losses, liabilities and expenses, including attorneys' fees, which may be incurred by Landlord as a result of any claims against Landlord by any broker or other person on the basis of any arrangements or agreements made or alleged to have been made by Tenant.

(k) If any suit, action, arbitration or other proceeding, including, without limitation, an appellate proceeding, is instituted in connection with any controversy, dispute, default or breach arising out of this Lease, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party all reasonable fees, costs and expenses (including the reasonable fees and expenses of third-party attorneys, paralegals and witnesses) incurred in connection with the prosecution or defense of such proceeding, whether or not the proceeding is prosecuted to a final judgment or determination; provided, however, if there is no clear prevailing party, such fees, costs and expenses shall be borne as determined by the applicable fact finder.

(l) The terms and conditions of this Lease are confidential and may not be disclosed by Landlord or Tenant or to any third parties without the prior written consent of the other party except for such parties' respective attorneys, tax advisors, financial consultants or as may be required by applicable laws or as may be necessary to enforce the terms of this Lease.

(m) Each party agrees not to discriminate against any employee or applicant for employment on the basis of any category or characteristic protected by applicable federal, state, or local law. In addition, the provisions of 41 C.F.R. Section 60-1.4(a), 41 C.F.R. Section 60-300.5(a), 41 C.F.R. Section 60-741.5(a), and 29 C.F.R. Part 471, Appendix A to Subpart A are, if applicable, incorporated herein by reference.

(n) Landlord acknowledges that use of the parking areas currently available for the Building as described in Item 11 of the Schedule is necessary in order for Tenant to operate its business on the Premises. Accordingly, Landlord shall make such parking, at a minimum, available to Tenant for the Term and all extensions thereof. Any failure to supply such parking in accordance with this Lease shall constitute an event of default hereunder. At Tenant's option, and upon its written notice to Landlord, the charge for Tenant's parking shall be added to and paid with Base Rent hereunder, rather than being paid by Tenant as a separate charge. Landlord may elect, at its option, to provide to Tenant use of additional parking areas within the Keck Parking Garage located adjacent to the Building, it being understood that such use of additional parking in the Keck Parking Garage is in addition to the parking spaces to be provided by Landlord pursuant to Item 11 of the Schedule.

(o) Landlord shall also provide, at its sole cost and expense, facilities suitable for securing bicycles for employees of Tenants of the Building, together with two (2) showers to be located in the first floor common area bathrooms of the Building.

34. **OTHER PROVISIONS.**

The following are made a part hereof, with the same force and effect as if specifically set forth herein:

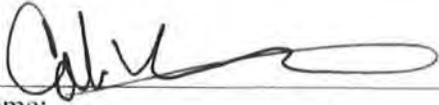
- (a) Addendum One.
- (b) Legal Description (**Exhibit A**).
- (c) Work Letter (**Exhibit B**).
- (d) Janitorial Service (**Exhibit C**).
- (e) Rules and Regulations (**Exhibit D**)
- (f) Sign Rendering (**Exhibit E**)
- (g) Subordination, Non-Disturbance and Attornment Agreement (**Exhibit F**)

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written.

TENANT:

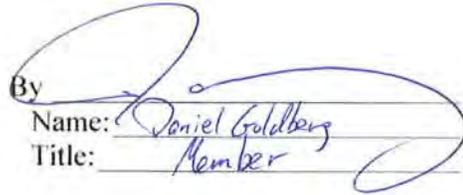
UNIVERSITY OF PHOENIX, INC.

By 
Name: _____
Title: Colette Temmink
VP, Real Estate & Facilities

LANDLORD:

**BRIDGE DES MOINES PROPERTIES
LLC**

By: **Des Moines Venture LLC, its
Managing Member**

By 
Name: Daniel Goldberg
Title: Member

ADDENDUM ONE

TENANT TERMINATION OPTION
ATTACHED TO AND A PART OF THE OFFICE SPACE LEASE
BY AND BETWEEN
BRIDGE DES MOINES PROPERTIES LLC
and
THE UNIVERSITY OF PHOENIX, INC.

- Tenant shall have the right, at any time on or before the last day of the twenty-seventh (27th) full calendar month of the Lease Term, to send Landlord irrevocable written notice (the "Termination Notice") that Tenant has elected to terminate this Lease, effective on the last day of the thirty-sixth (36th) full calendar month of the Lease Term (the "Termination Date").

- If Tenant elects to terminate this Lease pursuant to the immediately preceding sentence, the effectiveness of such termination shall be conditioned upon Tenant paying to Landlord, simultaneously with Tenant's delivery of the Termination Notice to Landlord, a termination fee equal to the sum of the unamortized Tenant Improvement Allowance and brokerage commissions (collectively the "Termination Fee"). Such Termination Fee is consideration for Tenant's option to terminate and shall not be applied to Rent or any other obligation of Tenant. Except as otherwise expressly set forth in this Lease, Landlord and Tenant shall be relieved of all obligations accruing under this Lease after the Termination Date, but not any obligations accruing under the Lease prior to the effective date of such termination. Both Landlord and Tenant acknowledge and agree that it would be impracticable or extremely difficult to affix damages if Tenant terminates this Lease and that the Termination Fee set forth above represents a reasonable estimate of Landlord's damages in the event Tenant terminates this Lease under this Addendum. If Tenant does not timely deliver the Termination Notice or Termination Fee to Landlord, then this termination option shall become null and void and the Lease shall continue in full force and effect.

EXHIBIT A
LEGAL DESCRIPTION

Lots Seven (7) and Eight (8), in Block Thirteen (13) in Original Town of Fort Des Moines, now included in and forming a part of the City of Des Moines, Polk County, Iowa; and

Lots One (1) and Two (2) and the vacated North/South Alley lying East and adjacent to said Lots One (1) and Two (2), in Block Thirteen (13) in Original Town of Fort Des Moines, now included in and forming a part of the City of Des Moines, Polk County, Iowa.

**EXHIBIT B
WORK LETTER**

WORK LETTER AGREEMENT

LANDLORD: Bridge Des Moines Properties LLC
TENANT: University of Phoenix, Inc.
EXECUTION DATE: February 24, 2011

RECITALS

A. Concurrently with the execution of this Work Letter Agreement (the "**Work Letter**"), Landlord and Tenant have entered into a lease (the "**Lease**") covering certain leased premises (the "**Premises**") in the building known as the Bank of America Building and located at 317 Sixth Avenue, Des Moines, Iowa (the "**Building**"), as more particularly described in the Lease. Landlord and Tenant have entered into this Work Letter pursuant to the terms of the Lease.

B. To induce Landlord and Tenant to enter into the Lease (which is hereby incorporated by reference to the extent that the provisions of the Lease apply hereto) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant hereby agree as follows:

AGREEMENT

1. **Tenant Improvements.** "**Tenant Improvements**" shall include all work to be required be performed by Landlord within the Premises including the ceiling grid, HVAC duct work and distribution system, partitioning, interior doors, floor covering and finishes, reflective ceiling, electrical fixtures, electrical outlets and switches, telephone outlets, plumbing fixtures, paint and wall coverings, shelving and other millwork and locations for computer and word processing equipment, and all work related to such items, pursuant to the Tenant Improvement Plans as defined in Paragraph 3 below. Landlord will construct the Tenant Improvements in accordance with all applicable laws, ordinances, codes, rules and regulations ("**Applicable Laws**") affecting the construction of the Tenant Improvements and all restrictions applicable to the Premises and the Building. Landlord will provide the Tenant Allowance described in **Paragraph 7** below. All Tenant Improvements will be done to the standards and using the materials and finishes set forth in the Tenant Improvement Plans and/or in **Schedule 2** to this Work Letter, as applicable. Landlord hereby confirms that, to the best of its knowledge, the Building and the Premises complies with all Applicable Laws which would affect the Premises and Tenants' rights under the Lease. In addition, Landlord agrees that the shell and core improvements and the common areas of the Building include the improvements generally described on Schedule 1 to this Work Letter.

2. **Parties' Responsibilities.**

(a) **Landlord's Responsibilities.** Landlord will construct the Tenant Improvements pursuant to the Tenant Improvement Plans and make any necessary modifications to the Base Building as may be necessary or appropriate in order to accomplish that result. Landlord will be responsible for the review and approval of all plans and construction drawings for the Tenant Improvements as provided in **Paragraph 3** below. Landlord shall supervise the completion of all such work and shall use commercially reasonable efforts to secure Substantial Completion of the Tenant Improvements (as defined in Section 8 hereof) in a timely manner so that Tenant is able to take possession of the Premises on or before one hundred twenty (120) days after the later of: (i) receipt (or waiver of the receipt) of the Regulatory Approvals pursuant to Section 31(c) of the Lease; and (ii) selection of a Contractor pursuant to Section 4 hereof and execution of a construction contract between Landlord and said Contractor for the construction of the Tenant Improvements (the "**Anticipated Commencement Date**"), as such date shall be extended pursuant to Section 6(a) hereof.

(b) **Tenant's Responsibilities.** Tenant shall be responsible for the preparation and approval of preliminary space plans and specifications for the Tenant Improvements in sufficient detail so as to enable Landlord to estimate the cost of constructing the Tenant Improvements ("**Space Plans**"), and Tenant shall be responsible for the preparation and approval of the final construction drawings and specifications for the Tenant Improvements in compliance with all Applicable Laws ("**Working Drawings**"). Tenant shall also be responsible for the review and approval of the Tenant Improvement Plans as described in **Paragraph 3** below, for the review and approval of all pricing related to the construction of the Tenant Improvements, and for the payment of any Tenant approved charges in excess of the Tenant Allowance. Landlord shall have the right to review and approve Space Plans, Working Drawings, and all pricing related to the construction of the Tenant Improvements.

(c) **Mutual Cooperation.** The parties agree to work together in good faith and to cooperate reasonably with one another so as to facilitate the completion of the Tenant Improvements in accordance with the terms of this Work Letter.

3. **Tenant Improvement Plans.**

(a) Landlord and Tenant have previously approved the Space Plan for the Premises in the form attached as **Schedule 4**.

(b) On January 6, 2012, Landlord provided Tenant with a reasonably detailed breakdown of Landlord's estimate of the total costs to construct the Tenant Improvements ("**Landlord's Cost Estimate**").

(c) Tenant shall cause its architect to prepare final Working Drawings, shall review and approve such Working Drawings, and shall submit the same to Landlord for approval within forty-five (45) days after the date of execution of the Lease. Landlord's approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord requests modifications to the Working Drawings, Landlord shall notify Tenant in writing within five (5) business days of Landlord's receipt of said drawings from Tenant. If Tenant objects to any modifications requested by Landlord to the Working Drawings, the parties shall promptly confer to resolve all

issues related thereto. If Landlord fails to notify Tenant of any modifications within the five (5)-business day period, Landlord shall be deemed to have approved said Working Drawings. Once approved by both parties, the Working Drawings and the Space Plans shall be referred to collectively herein as the “**Tenant Improvement Plans.**”

(d) Once approved by both parties, the Tenant Improvement Plans shall not be changed without Landlord’s and Tenant’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If any material change is necessary in the Tenant Improvement Plans due to requirements of any Applicable Laws, Landlord shall consult with Tenant to develop an approach to meeting any such requirements that is acceptable to Tenant.

4. **Bidding the Job.**

(a) Within fifteen (15) business days following approval of the Tenant Improvement Plans by both parties, Landlord shall secure a minimum of three (3) independent bids from general contractors qualified to handle the construction of a project of this scope and complexity who can satisfy the following qualifications: (i) the contractor shall be a contractor who has successfully completed work of a similar nature and complexity on at least two (2) other comparable projects within the prior two (2) years; and (ii) the contractor shall be capable of securing bonding and insurance for the potential contract and shall provide to Tenant and Landlord a description of its qualifications. Tenant shall have the right to submit the name of at least one general contractor who shall meet the foregoing requirements to be included among the contractors from which Landlord will secure bids.

(b) Landlord shall promptly provide copies of all bids to Tenant.

(c) Following the receipt of bids or revised bids, as applicable, Landlord and Tenant jointly shall select the contractor (“**Contractor**”) to construct the Tenant Improvements. The Contractor shall be required to obtain the insurance provided for on **Schedule 3** (NOTE: Landlord to review **Schedule 3** prior to accepting) to this Work Letter.

5. **Beneficial Pricing.** Landlord will use commercially reasonable efforts to make available to Tenant any Landlord’s Building Standard items and the same unit prices that Landlord received from Landlord’s vendors including Contractor to the extent that Building Standard items and unit prices shall exist. Landlord will work with Tenant in bidding out the Tenant Improvements and in planning the construction sequencing and all other aspects of the work so as to maximize Tenant’s ability to reduce its costs by taking advantage of volume and other benefits, if any, economies of scale and any discounts accorded to Landlord.

6. **Construction.**

(a) **Process and Schedule.** Based upon the approved Tenant Improvement Plans, Landlord shall cause all necessary permits to be secured, and shall cause the Contractor to promptly commence and to complete construction in accordance with the Tenant Improvement Plans. Landlord shall supervise the completion of the Tenant Improvements and any necessary modifications to the Base Building and shall use its commercially reasonable efforts to ensure that the Premises are substantially completed (as provided in **Paragraph 8** below) on or before the Anticipated Commencement Date. The Anticipated Commencement Date should be

Exhibit B-3

extended due to delays caused by the Tenant; governmental review, approvals, and issuance of permits; strikes; labor unrest; and other typical force majeure events. All work shall be done in a good and workmanlike manner using quality materials and finishes as specified in said plans or as set forth in **Schedule 2** (Note: Landlord to review **Schedule 2** prior to accepting) to this Work Letter as appropriate.

(b) **Construction Standards.** The Tenant Improvements shall comply in all respects with the following: (i) Applicable Laws; (ii) building material manufacturer's specifications; and (iii) the Tenant Improvement Plans. All necessary licenses, permits and certificates of occupancy required both for any necessary modifications to the Base Building and for the work to construct the Tenant Improvements to the Premises shall be included in the Tenant Improvement Allowance.

(c) **Warranties.** The Tenant Improvements shall be free from any defects in workmanship and materials for a period of at least one (1) year from the date of completion thereof. The construction contracts entered into by Landlord in connection with this Work Letter shall provide that each contractor and each subcontractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after completion of the work performed by such contractor or subcontractors. The correction of defects in such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Tenant Improvements and/or the Premises that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship or with respect to the work shall be contained in each contract or subcontract, which contracts shall be written such that all guarantees and warranties and all other rights and remedies at law, in equity or by contract with respect to the work performed and the contractor's or subcontractor's obligations shall inure to the benefit of Landlord.

7. **Payment for Tenant Improvements.**

(a) Landlord will provide to Tenant an allowance of \$229,590 ("**Tenant Allowance**"). Such Tenant Allowance shall be used for any and all costs associated with the construction of the Tenant Improvements and paid either by Tenant or out of the Tenant Allowance. Any Tenant Improvement Allowance in excess of the actual cost of the Tenant Improvements may, at Tenant's option, either be applied against future improvements to the Premises or applied to future amounts due under the Lease.

(b) Except as provided otherwise herein, the cost of constructing the Tenant Improvements shall be charged against the Tenant Allowance. If the bid selected pursuant to **Paragraph 4** above exceeds the Tenant Allowance, the excess shall be paid by Tenant.

(c) In the event that Tenant shall request any changes or substitutions to the Tenant Improvements after the Tenant Improvement Plans have been prepared and the Contractor's bid for the Tenant Improvements has been accepted, any additional costs which cause the Tenant Improvements to exceed the Tenant Allowance shall be paid by Tenant, provided that Tenant approves such additional costs in writing before change orders for such changes or substitutions are accepted by Landlord and the work pursuant thereto is done.

(d) If the costs to construct the Tenant Improvements are less than the Tenant Allowance, the difference shall be applied to the initial installment(s) of rent and other amounts Tenant is obligated to pay under the Lease. In the event that, based upon the agreed budget for the Tenant Improvements the cost of completing the Tenant Improvements shall exceed the Tenant Improvement Allowance, Tenant shall be responsible for paying all excess costs after the Tenant Allowance is exhausted, including the cost of any punch list items. Tenant shall pay its share of costs of the Tenant Improvements in the same manner as payment of the Tenant Allowance by Landlord and upon receipt of similar documentation. Failure by Tenant to pay any amount in excess of the Tenant Allowance shall be a default by Tenant under the Lease. Tenant's payments of excess costs for Tenant Improvements shall be paid on a monthly draw basis within thirty (30) days after receipt of a written request for payment and all invoices and other back-up draw documentation required from the contractor and subcontractors pursuant to the contract entered into by Landlord for the Tenant Improvements.

8. **Completion/Punch-List.** The Premises shall not be considered "Substantially Complete" and "Substantial Completion" shall not have occurred until the Tenant Improvements have been completed in accordance with the Tenant Improvement Plans subject only to the completion of punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within five (5) business days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord pursuant to the Tenant Improvement Plans. Landlord shall cause all punch-list items to be repaired or completed as soon as reasonably possible. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord shall promptly cause such defects to be repaired following receipt of notice thereof and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

9. **Representatives and Notices.** Landlord and Tenant each appoint the following individuals to act as their respective representatives in all matters covered by this Work Letter:

Tenant's Representative: Colette Temmink
APOLLO GROUP, INC.
4025 S. Riverpoint Pkwy
Phoenix, Arizona 85040
Mail Stop: CF-K205
Phone No.: 602-557-1714
Fax No.: 602-557-1101

Brent Fuller
APOLLO GROUP, INC.
4025 S. Riverpoint Pkwy
Phoenix, Arizona 85040
Mail Stop: CF-K205
Phone No.: 602-557-1352
Fax No.: 602-557-1101

Landlord's Representative: Alex Broderick
TERRUS REAL ESTATE GROUP
616 10th Street
Des Moines, Iowa 50309
Phone No.: 515-471-4400
Fax No.: 515-280-5100

All inquiries, requests, instructions and authorizations and other communications with respect to the matters covered by this Work Letter will be submitted to the Landlord's Representative or Tenant's Representative, as the case may be. Each party may change its representative under this Work Letter at any time upon three (3) days prior written notice to the other party. Notices will be given in accordance with the notice provisions set forth in the Lease.

10. **Default.** Any default under this Work Letter shall be considered a default under the Lease entitling the parties to the remedies set forth therein.

11. **Miscellaneous.**

(a) Landlord and the Contractor shall allow Tenant and/or Tenant's agents access to the Premises prior to the Substantial Completion of the Premises for the purpose of Tenant and/or Tenant's agents installing furniture, equipment or fixtures (including Tenant's data and telephone equipment and related cabling) in the Premises, and for other activities related to Tenant's preparation for occupying the Premises so long as Tenant and/or Tenant's agents do not unreasonably interfere with the work to be performed by Landlord or the Contractor in the Building and the Premises. Tenant's interference with work shall extend the Anticipated Commencement Date.

(b) During the period of construction of the Tenant Improvements and Tenant's move into the Premises, Tenant and Tenant's agents shall not be charged, directly or indirectly, for reasonable usage of restrooms, HVAC, electricity, water, elevator, loading dock, freight elevator, or similar services.

(c) Prior to the delivery of the Premises to Tenant, Landlord shall remove all rubbish and debris therefrom arising from construction of the Tenant Improvements and thoroughly clean the Premises.

(d) In the event of any conflict between the provisions of this Work Letter and the provisions of the Lease, the provisions of this Work Letter shall govern.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

Exhibit B-6

IN WITNESS WHEREOF, this Work Letter is executed as of the date first above written.

University of Phoenix, Inc.

By: _____
Name: _____
Title: _____

“Tenant”

Bridge Des Moines Properties LLC

By: **Des Moines Venture LLC,**
its managing member

By: _____
Name: _____
Title: _____

“Landlord”

EXHIBIT C
BRIDGE DES MOINES PROPERTIES LLC

JANITORIAL SERVICE FOR THE PREMISES

1. DAILY - OFFICES
 - a. Sweep, dust mop or vacuum all floors complete and elevators. Remove gum, tar, etc. adhering to the floor.
 - b. Empty and clean wastepaper baskets, ashtrays, receptacles, etc.; damp dust as necessary.
 - c. Remove waste paper and waste materials to a location on the shipping platform.
 - d. Dust all horizontal surfaces that can be reached without a ladder, including all wood conference tables, with a treated cloth, mitt, or duster.
 - e. Clean, polish, sanitize all drinking fountains.
 - f. Clean and polish all glass work surfaces and glass tables.
 - g. Sweep, dust mop, or vacuum internal stairway.
2. WEEKLY - OFFICES
 - a. Dust with treated cloth: cleared desk tops, chairs and other office furniture, ledges, windowsills, etc.
 - b. Clean door trim, thresholds, and tops of induction units, hardware on entrance doors, remove fingerprints from metal partitions, doors, wall switches, etc., and clean all clear glass partitions.
 - c. Vacuum carpeted areas and rugs with edging vacuum.
 - d. Spot clean stains from carpets.
 - e. Spot clean walls and doorways.
 - f. Dust baseboard, chair rails, trim, louvers, etc.
 - g. Clean all telephones with a germicidal treatment.
 - h. Wet mop internal stairway.

3. MONTHLY - OFFICES

- a. Dust with treated clothes, high reach areas, including tops of partitions, doors, ledges, window casings and vertical surfaces.
- b. Dust pictures, frames, charts, graphs and similar hangings, not reached in nightly or weekly cleaning.
- c. Dust venetian blinds, ventilating louvers, fronts of induction units and exterior of lighting fixtures.
- d. Clean all opaque glass partitions.

4. YEARLY - OFFICES

Clean venetian blinds.

5. DAILY - WASHROOMS

- a. Sweep and wet mop flooring with approved germicidal solutions.
- b. Wash and polish mirrors, powder shelves, bright work, etc., including flush-o-meters, piping, toilet seat hinges, dispensers, doors and receptacles.
- c. Wash both sides of toilet seats, wash basins, bowls and urinals removing stain marks and scale with approved germicidal detergent solutions.
- d. Spot clean partitions and tile walls with approved germicidal solutions.
- e. Empty and clean towel and sanitary disposal receptacles.
- f. Fill toilet tissue, soap and towel dispensers with supplies.
- g. Remove waste paper and refuse to a designated area in the Premises.

6. MONTHLY - WASHROOMS

- a. Machine scrub flooring with approved germicidal detergent solution.
- b. Wash partitions, tile walls and enameled surfaces with approved germicidal detergent solution.
- c. Dust exterior of lighting fixtures, ventilating louvers and other high dusting not covered nightly.

EXHIBIT D
BRIDGE DES MOINES PROPERTIES LLC

RULES AND REGULATIONS

1. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may in Landlord's judgment appear unsightly from outside the Premises.

2. The Building directory located in the Building lobby as provided by Landlord shall be available to Tenant solely to display names and their location in the Building, which display shall be as directed by Landlord.

3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither Tenant nor any employees or invitees of any Tenant shall go upon the roof of the Building.

4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.

5. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

6. No cooking, except microwave cooking, shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for lodging.

7. Tenant shall not bring upon, use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, other than those materials normally used in Tenant's operation, or use any method of heating or air conditioning other than that supplied by Landlord, without Landlord's prior written approval, such approval shall not be withheld or delayed.

8. Landlord shall have sole power to direct electricians as to where and how telephone and other wires are to be introduced. No boring or cutting for wires are to be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord, such approval shall not be unreasonably withheld or delayed.

9. Upon the termination of the tenancy, Tenant shall deliver to the Landlord all keys and passes for offices, rooms, parking lot and toilet rooms which shall have been furnished to Tenant. In the event of the loss of any keys so furnished, Tenant shall pay the Landlord therefor. Tenant shall not make or cause to be made any such keys and shall order all such keys solely from Landlord and shall pay to Landlord a reasonable amount for any additional such keys over and above the two sets of keys furnished by Landlord.

10. Tenant shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the Landlord, such approval shall not be unreasonably withheld or delayed.

11. Landlord's approval of the weight, size and position of all safes or other property to be brought into the Building of which the Premises is a part must be obtained prior to the same being brought into the Building, and all such property shall be moved into or out of the Building only during such time or times and at such entrances as may be designated by Landlord. Further, all such moving must be done by professional bonded movers under the supervision of Landlord. Landlord shall not be responsible for any loss or damage to any such safe or property from any cause, but all damage caused to such Building in the moving or maintaining of any such property shall be at the expense of Tenant.

Under no circumstances, without prior written approval by Landlord, shall Tenant exceed the maximum floor loading capacity as recommended in the design specifications for the Building. If it becomes necessary to retain a professional to determine such maximum floor loading capacity, Tenant shall be responsible for any fees and other amounts charged by such professional.

12. Tenant shall cause all doors to and all windows in the Premises to be closed and securely locked before leaving the Building at the end of the day.

13. Intentionally Omitted.

14. Tenant shall cooperate fully with Landlord to assure the most effective operation of the Premises, or the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls. Tenant shall keep windows closed when heating or cooling is continuously required, but during transitional seasons, windows can be opened to bring outside air into the Building. However, all windows must be closed and secured before leaving the Premises for the day.

15. Except from Landlord's negligence, Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to Premises closed and secured.

16. Peddlers, solicitors and beggars shall be reported to the office of the Building Manager or as Landlord otherwise requests.

17. Tenant shall not perform any act or carry on any practice which may injure Landlord, the Premises or the Building of which it is a part, or any portion thereof, or

adversely affect the general quality of the Building, or any part thereof, or cause any offensive odors or noises, or constitute a menace to any other Tenants in said Building.

18. Tenant acknowledges that Landlord may require the employment of enhanced security procedures at the Building. Accordingly:

(a) Landlord may at any time or from time to time, or for regularly scheduled timed periods, as deemed advisable by Landlord and/or its agents, in their sole discretion, employ enhanced security procedures such as, but not limited to, the registration of persons, parcels, packages etc. entering the Building, the evacuation of the Building in cases of emergency or as required by local governmental authorities and the denial of access of any person to the Common Areas.

(b) Tenant hereby assents to the exercise of the above discretion by Landlord and its agents. Tenant agrees that it and its employees, as well as any security personnel of Tenant, will cooperate fully with the implementation of any and all such security procedures.

(c) The exercise of any such security measures and any resulting interruption of service and cessation or loss of Tenant's business, if any, shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable for damages or relieve Tenant from Tenant's obligations under this Lease.

(d) Landlord shall take into account and endeavor to minimize the disruption to Tenant's business in implementing any such security measures.

Landlord agrees that the foregoing provisions of this Paragraph 18 shall not materially interfere with Tenant's access to the Premises through its separate outside entrance.

19. Other than Tenant's standard graphics, no sign, advertisement (including door lettering), posters, decorations, or notices of any kind or description shall be inscribed, painted, or affixed on or to any part of the outside or inside of the Premises or the Building of which the Premises is a part by Tenant or its agents, employees, customers, guests, licensees, or invitees. All signs (including door lettering) shall be of such place or places, as may be designated by Landlord in its sole and absolute discretion. All of such signs shall be erected, installed and maintained at Tenant's expense.

20. No additional lock or locks shall be placed on any door in the Building or which the Premises is a part without Landlord's prior written consent, such consent shall not be unreasonably withheld or delayed. All such keys shall at all times remain the property of Landlord and shall be surrendered to Landlord upon termination of the Lease.

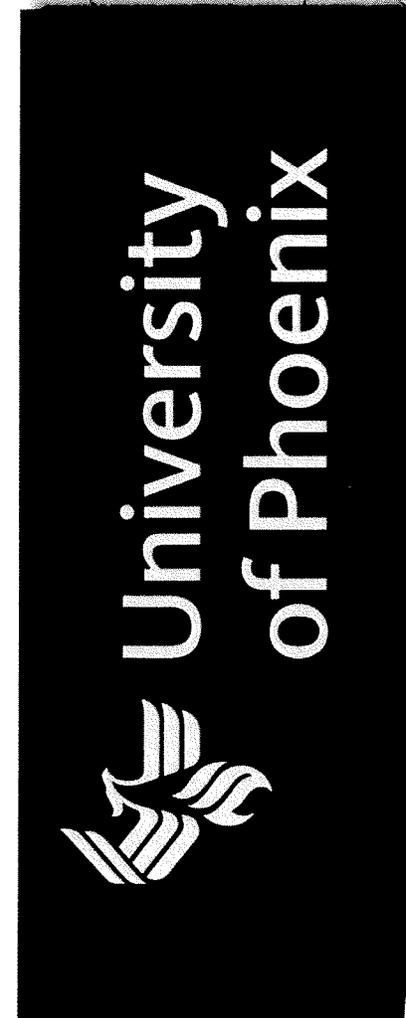
21. Tenant shall not engage the services of any person or persons other than employees or agents of Landlord for the purpose of cleaning the Premises without first obtaining written consent of the Landlord, such consent shall not be unreasonably withheld or delayed.

22. Landlord reserves the right to designate, limit, restrict and control all sources furnishing any service in or to the Building, including but not limited to, sign painting and lettering, ice, drinking water, beverage, foods, towels or toilet supplies used or consumed in the Building or on the Premises. Any restriction, designation, limitation or control imposed herewith shall be imposed uniformly on all tenants occupying space in the Building.

23. Landlord reserves the right to establish and enforce additional rules and regulations for the safety, maintenance, repair and cleanliness of the Building of which the Premises is a part and for the preservation of good order therein, and Tenant agrees to comply with and abide by all such further reasonable rules and regulations.

EXHIBIT E
SIGN RENDERING

Exhibit E-1



Aluminum face
painted PMS 432
Dark Grey
computer-printed
w/ UV Ink, Clear
Rich Paper 70% w/
30% Cotton Silver Vinyl
overlay, edges painted
to match 432 Silver

Removable
access panels
(all sides)

INT-ILLUMINATED S/F WALL SIGN Scale: **1/16"**

Fabricate & install one (1) internally illuminated, aluminum-construction, single-faced wall cabinet w/ White LED illumination as shown.
Electrical to sign by landlord.

FIELD VERIFY FOR EXACT SIZE prior to fabrication (see attached drawing)



Elevation
N.T.S.

EXHIBIT F
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Recording Requested by
and when Recorded return to:

WELLS FARGO BANK, N.A.
Commercial Mortgage Servicing
550 South Tryon Street 14th Floor
Charlotte, NC 28202
Attention: CMS Lease Reviews
Loan No.: 80-1000046

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Tenant's Trade Name: _____

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE SECURITY DOCUMENTS (DEFINED BELOW).

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of _____, 2____, by and between _____ ("Tenant"), and U.S. BANK, N.A AS SUCCESSOR IN INTEREST TO WELLS FARGO BANK MINNESOTA, N.A , as Trustee for the registered holders of WACHOVIA COMMERCIAL MORTGAGE SECURITIES, INC., Commercial Mortgage Pass-Through Certificates, Series 2003-C5 ("Lender").

RECITALS

- A. _____ ("Owner") is the owner of the land and improvements commonly known as comprising all or a part of the Property located in a certain [shopping center/office building/warehouse/industrial park/hotel] known as _____ located in _____ and more particularly described in Exhibit A attached hereto and made a part hereof (such [shopping center/office building/ warehouse/ industrial park/hotel], _____ and more specifically described in Exhibit A attached hereto ("Property").
- B. Tenant is the lessee under a lease dated _____, 2011, executed by Owner (or its predecessor in interest), as landlord, and Tenant, as tenant (as the same may have been amended, the "Lease"), covering certain premises (the "Premises")
- C. Lender is the current holder of a mortgage loan (the "Loan") previously made to Owner, evidenced by a note (the "Note") and secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt encumbering the Property (the

Exhibit F-1

"Mortgage"); and (b) a first priority assignment of leases and rents on the Property (the "Assignment of Leases and Rents") contained in the Mortgage or in a separate document. The Mortgage and the Assignment of Leases and Rents are collectively referred to as the "Security Documents." The Note, the Security Documents and all other documents executed in connection with the Loan are collectively referred to as the "Loan Documents."

- D. Tenant has requested Lender's agreement that if Lender forecloses the Mortgage or otherwise exercises Lender's remedies under the Security Documents, Lender will not disturb Tenant's right to quiet possession of the Premises under the terms of the Lease.
- E. Lender is willing to so agree on the terms and conditions provided in this Agreement, including, without limitation, Tenant's agreement to subordinate the Lease and attorn to Lender as provided herein.

NOW, THEREFORE, for mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SUBORDINATION.** The Lease is and shall remain unconditionally subject and subordinate to (a) the liens or charges imposed by the Security Documents, (b) all currently outstanding or future advances secured by the Security Documents, and (c) all renewals, amendments, modifications, consolidations, replacements and extensions of the Security Documents. The subordination described herein is intended by the parties to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions of the Security Documents had been executed, acknowledged, delivered and recorded prior to the Lease and any amendments or modifications thereof.
2. **NON-DISTURBANCE.** If Lender exercises any of its rights under the Security Documents, including any right of entry on the Property pursuant to the Mortgage or upon a foreclosure of or deed in lieu of foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease, so long as Tenant is not in default under this Agreement or, beyond any applicable grace period, under the Lease.
3. **ATTORNMENT.** Notwithstanding anything to the contrary contained in the Lease, should title to the Premises and the landlord's interest in the Lease be transferred to Lender or any other person or entity by foreclosure of or deed in-lieu of foreclosure of the Mortgage, Tenant shall, for the benefit of Lender or such other person or entity, effective immediately and automatically upon the occurrence of any such transfer, attorn to Lender or such other person or entity as landlord under the Lease and shall be bound under all provisions of the Lease including, but not limited to, the obligation to pay all rent required to be paid by Tenant pursuant to the terms of the Lease, for the remainder of the Lease term.

4. **PROTECTION OF LENDER.** If Lender succeeds to the interest of landlord under the Lease, Lender shall not be:
- (a) liable for any act or omission of any previous landlord under the Lease;
 - (b) subject to any offsets or defenses which Tenant may have against any previous landlord under the Lease;
 - (c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any previous landlord;
 - (d) obligated to make any payment to Tenant which any previous landlord was required to make before Lender succeeded to the landlord's interest;
 - (e) accountable for any monies deposited with any previous landlord (including security deposits), except to the extent such monies are actually received by Lender;
 - (f) bound by any amendment or modification of the Lease or any waiver of any term of the Lease made without Lender's written consent;
 - (g) bound by any surrender or termination of the Lease made without Lender's written consent (unless effected unilaterally by Tenant pursuant to the express terms of the Lease);
 - (h) obligated to complete any improvement or construction on the Property or to pay or reimburse Tenant for any tenant improvement allowance, construction allowance or leasing commissions;
 - (i) liable for any default of any previous landlord under the Lease;
 - (j) bound by any provision in the Lease granting Tenant a purchase option or first right of refusal or offer with regard to the Property. Furthermore, notwithstanding anything to the contrary contained in this Agreement or the Lease, upon any such succession, the Lease shall be deemed to have been automatically amended to provide that Lender's obligations and liabilities under the Lease shall be limited solely to Lender's interest, if any, in the Property, and the proceeds from any sale or disposition of the Property by Lender (collectively, "Lender's Interest") and, following such succession, Tenant shall look exclusively to Lender's Interest for the payment or discharge of any obligations of Lender under the Lease.
5. **LENDER'S RIGHT TO CURE.** Tenant shall deliver to Lender a copy of any notice of any default(s) by landlord under the Lease in the same manner as, and whenever, Tenant shall give any such notice to Owner, and no such notice shall be deemed given to Owner unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy, or cause to be remedied, any default by Owner under the Lease, and, for such purpose Tenant grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in

addition to the period given to Owner for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any covenant or condition to be performed by Owner under the Lease with the same force and effect as though performed by Owner. No default by Landlord under the Lease shall exist or shall be deemed to exist (a) so long as Lender, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (b) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, so long as Lender, in good faith, shall have notified Tenant that Lender intends to institute enforcement proceedings under the Security Documents, and, thereafter, so long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. Lender shall have the right, without notice to Tenant or Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or otherwise realize upon the Mortgage or to exercise any other remedies under the Security Documents or state law.

6. **ASSIGNMENT OF LEASES AND RENTS.** Tenant consents to the Assignment of Leases and Rents and acknowledges Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignment or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Upon Tenant's receipt of a written notice from Lender of a default by Owner under the Loan, Tenant shall thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Lender's delivery of such notice to Tenant, or Tenant's compliance therewith, shall not be deemed to (a) cause Lender to succeed to or assume any obligations or responsibilities of Owner under the Lease or (b) relieve Owner of any of its obligations under the Lease.
7. **INSURANCE PROCEEDS AND CONDEMNATION AWARDS.** Notwithstanding anything to the contrary contained in this Agreement or the Lease, the terms of the Loan Documents shall continue to govern with respect to the disposition of any insurance proceeds or condemnation awards, and any obligations of Owner to restore the Property following a casualty or condemnation shall, insofar as they apply to Lender, be limited to the amount of any insurance proceeds or condemnation awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards. Following the foreclosure or deed in lieu of foreclosure of the Mortgage, the provisions of this section shall remain in full force and effect unless and until fee title to the Premises becomes vested in a person or entity other than (a) the holder of the Loan at the time of such foreclosure or deed in lieu of foreclosure or (b) a parent, subsidiary or affiliate of such holder.
8. **ASSIGNMENT OF LEASE BY TENANT.** Tenant shall not assign any right or interest of Tenant under the Lease, (except for an assignment that is permitted under the Lease without Owner's consent), without Lender's prior written consent.

9. **MISCELLANEOUS**

9.1 **Heirs, Successors and Assigns.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, trustees and agents, as well as any single purpose entity established by Lender to take title to the Property by reason of such foreclosure or deed in lieu of foreclosure. The terms "Tenant" and "Owner" as used herein include any successor or assign of the named Tenant and Owner herein, respectively; provided, however, that such reference to Tenant's or Owner's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Owner.

9.2 **Addresses; Request for Notice.** All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission. The addresses and facsimile numbers of the parties shall be:

Tenant:

FAX No.:

Lender:

Wells Fargo Bank, N.A., as Master Servicer
Attn: Lease Reviews
550 South Tryon Street 14th Floor
MAC D1086-120
Charlotte, NC 28202

FAX No.: 704-715-0036

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

9.3 **Entire Agreement.** This Agreement constitutes the entire agreement between Lender and Tenant with regard to the subordination of the Lease to the Security Documents and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement, and shall supersede and cancel, but only insofar as would affect the priority between the Security Documents and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust, a mortgage or mortgages, a deed or deeds to secure debt or a trust indenture or trust indentures.

- 9.4 **Disbursements.** Lender, in making disbursements of any funds pursuant to the Loan Documents, is under no obligation to, nor has Lender represented that it will, monitor or control the application of such funds by the recipient and any application of such funds for purposes other than those provided for in the Loan Documents shall not defeat this agreement to subordinate in whole or in part.
- 9.5 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
- 9.6 **Section Headings.** Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
- 9.7 **Attorneys' Fees.** If any legal action, suit or proceeding is commenced between Tenant and Lender regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.
- 9.8 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.
- 9.9 **Termination; Amendment.** Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.
- 9.10 **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to or in connection with this Agreement, the relationship of the parties or the interpretation and enforcement of the rights and duties of the parties shall be governed by the law of the state where the Property is located, without regard to any conflicts of law principles.
- 9.11 **Authority.** Tenant and all persons executing this Agreement on behalf of Tenant jointly and severally represent and warrant to Lender that such persons are authorized by Tenant to do so and that such execution hereof is the binding act of Tenant enforceable against Tenant.

9.12 Form of Agreement. Owner and Tenant acknowledge that Wells Fargo Bank, N.A. enters into numerous agreements of this type on a regular basis, both in its own capacity and as a commercial mortgage servicer on behalf of other lenders, and that the specific provisions contained in any agreement of this type entered into by Wells Fargo Bank, N.A. will vary depending on numerous transaction-specific factors, including, without limitation, the borrowers, loan documents, tenants, leases, servicers, servicing agreements and property and market conditions involved in the transaction. Accordingly, Owner and Tenant further acknowledge that the specific provisions contained in this Agreement will not necessarily be acceptable to Wells Fargo Bank, N.A. in connection with any other transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER:

U.S. BANK, N.A AS SUCCESSOR IN INTEREST
TO WELLS FARGO BANK MINNESOTA, N.A. ,
as Trustee for the registered holders of
WACHOVIA COMMERCIAL MORTGAGE
SECURITIES, INC., Commercial Mortgage Pass
Through Certificates, Series 2003 C5

By: WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Master Servicer under
the Pooling and Servicing Agreement, dated
as of JULY 1, 2003

By: _____
Name: _____
Its: _____

TENANT:

By: _____
Its: _____

The undersigned Owner hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement and the acknowledgement contained in Section 9.12 of the foregoing Agreement.

OWNER:

By: _____

Its: _____

IT IS RECOMMENDED THAT, PRIOR TO EXECUTING THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

ALL SIGNATURES MUST BE ACKNOWLEDGED.

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

On _____, 20____, personally appeared the above named _____, a _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Master Servicer for and on behalf of U.S. BANK, N.A AS SUCCESSOR IN INTEREST TO WELLS FARGO BANK MINNESOTA, N.A , as Trustee for the registered holders of WACHOVIA COMMERCIAL MORTGAGE SECURITIES, INC., Commercial Mortgage Pass-Through Certificates, Series 2003-C5, and acknowledged the foregoing to be the free act and deed of said association, before me.

Notary Public
My commission expires: _____

_____, SS.

On _____, 20____, personally appeared the above named _____, the _____, of _____ and acknowledged the foregoing to be the free act and deed of said _____, before me.

Notary Public
My commission expires: _____

_____, SS.

On _____, 20____, personally appeared the above named _____
_____, the _____, of _____ and acknowledged the
foregoing to be the free act and deed of said _____, before me.

Notary Public
My commission expires: _____

EXHIBIT A
(Description of Property)

EXHIBIT A to SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of _____, executed by _____, as "Tenant", and _____ "Lender."

All that certain land located in the County of _____, State of _____, described as follows:

University of Phoenix
Statement of Commitment Regarding Program Completion
Made Pursuant to IAC 283-21.2(261B)

University of Phoenix is committed to the delivery of its academic programs to students in Iowa. If the University would choose to discontinue a particular program, students are guaranteed the opportunity to complete their courses of study. The University will teach out the program, allowing enrolled students to complete their degrees. Students are able to complete their programs via the online modality, or to transfer to another University program or location.



William Pepicello, Ph.D.
President, University of Phoenix

10/30/12

Date

FACILITIES

Mountain Region

Arizona Campuses

Phoenix Area Campuses

800 776-4867

Chandler Learning Center

3075 West Ray Rd.
Suite #117
Chandler, AZ 85226-2495
480 557-2800
480 557-2805 FAX

Mesa Campus

1620 South Stapley Drive,
Suite#101
Mesa, AZ 85204-6634
480 557-2550
480 557-2595 FAX

Northwest Campus

2550 West Union Hills Drive
Suite #100
Phoenix, AZ 85023-5139
480 557-2750

Phoenix Campus

1625 West Fountainhead
Pkwy
Tempe, AZ 85282-2371
602 557-2000

West Valley Campus

9520 West Palm Lane,
Phoenix, AZ 85037-4442
623 824-7100
623 824-7140 FAX

Southern Arizona Campuses

800 659-8988
300 S Craycroft Road
Tucson, AZ 85711-4574
520 881-6512
520 795-6177 FAX

Fort Huachuca Campus

Building 52104
ATZS-HRH-E
Fort Huachuca, AZ 85613-
6000
520 459-1093
520 459-8319 FAX

Nogales Learning Center

870 West Shell Road
Nogales, AZ 85621-1059
520 377-2290
520 377-2296 FAX

Tucson - River Road Campus

555 East River Road
Suite 201
Tucson, AZ 85704-5822
520 408-8202
520 888-6561 FAX

Yuma Learning Center

899 East Plaza Circle
Yuma, AZ 85365-2033
928 341-0233
928 341-0252 FAX

Idaho Campuses

Idaho Campus

1422 S Tech Lane
Meridian, ID 83642
208 898-2000
208 895-9728 FAX

Idaho Falls Student Resource Center

900 Pier View Drive
Suite #100
Idaho Falls, ID 83402
208 535-3900
208 535-3917 FAX

Nevada Campuses

Las Vegas Main Campus

7455 W Washington
Las Vegas, NV 89128-4337
702 638-7279
702 638-8225 FAX

Henderson Learning Center

7777 Eastgate Road
Henderson, NV 89011-4039
702 638-7279
702 558-9705 FAX

Nellis AFB Campus

554 MSS/MSE
4475 England Avenue
Suite #217
Nellis AFB, NV 89191-6525
702 652-5527
702 651-0035 FAX

Northwest Learning Center

7951 Deer Springs Way
Suite #150
Las Vegas, NV 89131-8180
702 638-7279
702 655-8241 FAX

Northern Nevada Campus

10345 Professional Circle
Suite #200
Reno, NV 89521-5862
775 828-7999
775 852-3384 FAX

Southwest Learning Center

9625 West Saddle Avenue
Suite #100
Las Vegas, NV 89147-8089
702 638-7279
702 876-3299 FAX

Utah Campuses

Utah Campus

5373 South Green Street
Salt Lake City, UT 84123-4617
801 263-1444
801 269-9766 FAX

North Davis Learning Center

1366 Legend Hills Drive
Suite 200
Clearfield, UT 84015-1585
801 825-1891
801 773-5297 FAX

Pleasant Grove Learning Center

2174 West Grove Parkway
Pleasant Grove, UT 84062-
6711
801 772-4600
801 756-5403 FAX

South Jordan Learning Center

10235 South Jordan Gateway
Jordan, UT 84095-4186
801 727-3000
801 727-3030 FAX

St. George Learning Center

965 East 700 South
St. George, UT 84790-4082

Taylorville Learning Center

4393 South Riverboat Road
Suite #100
Salt Lake City, UT 84123-4617
801 268-1111
801 268-1924 FAX

Plains Region

Cheyenne Campus

4111 Greenway St.
Cheyenne, WY 82001-2150
307 633-9900
307 632-3158 FAX

Fort Collins Learning Center

2720 Council Tree Ave.
Suite #200
Fort Collins, CO 80525-6306
970 226-1781

Colorado Campuses

Colorado Campus and Regional Office

10004 Park Meadows Drive
Lone Tree, CO 80124-5453
800 441-2981
303 755-9090
303 662-0911 FAX

Southglenn Learning Center

6972 S Vine Street
Suite #366
Centennial, CO 80122
303 256-4300
303 794-4522 FAX

Southlands Learning Center

6105 South Main Street
Suite #200
Aurora, CO 80016-5361
303 755-9090
303 690-5550 FAX

Turnpike Campus

8700 Turnpike Drive
Westminster, CO 80031-7030
303 487-7155
303 487-7161 FAX

Southern Colorado Campus

5725 Mark Dabbling Blvd.,
Colorado Springs, CO 80919-
2221
719 599-5282
719 593-9945 FAX

**Colorado Springs
Downtown Learning
Center**

2 North Cascade Avenue
Suite #100
Colorado Springs, CO 80903-
1620
719 527-9000
719 527-4892 FAX

**Pueblo Student Resource
Center**

121 West 1st Street
Suite 150A
Colorado Springs, CO 81003-
4256
719 544-0015
719 544-1543 FAX

Iowa Campus

Des Moines Campus

6600 Westown Parkway
West Des Moines, Iowa
50266-7724
515 267-8218
515 267-8567 FAX

**Cedar Rapids Student
Resource Center**

3726 Queen Court SW
Suite #203
Cedar Rapids, IA 52404
319 784-1100
319 396-3513 FAX

Nebraska Campus

Omaha Campus

13321 California Street
Suite 200
Omaha, NE 68154-5240
402 334-4936
402 334-0906 FAX

**Sarpy Student Resource
Center**

7775 Olson Drive
Suite 201
Papillion, NE 68046-1505
402 686-2300
402 686-2380 FAX

Southwest Region

New Mexico Campuses

New Mexico Campus

5700 Pasadena Ave NE
Albuquerque, NM 87113
505 821-4800
505 797-4871 FAX

Kirtland AFB Campus

Albuquerque, NM 87116
800 881-6618
505 846-4141
505 254-9709 FAX

Santa Fe Campus

130 Siringo Road
Santa Fe, NM 87501-5864
505 984-2188
505 984-2365 FAX

Santa Teresa Campus

1270 Country Club Road
Santa Teresa, NM 88008-9725
800 757-7133
505 589-0116
505 589-1711 FAX

Texas Campuses

Austin Campus

10801-2 North Mopac
Suite 300
Austin, TX 78759-5459
512 344-1400
512 340-0933 FAX

**East El Paso Learning
Center**

1320 Adabel Drive
El Paso TX 79936-6954
Phone: (915) 599-5900
Fax: (909) 599-2354

**South Austin Student
Resource Center**

9900 S. Interstate 35
Suite W150
Austin, TX 78748-2588
512-501-7768
512-280-3536 FAX

**Clear Lake Learning
Center**

16055 Space Center Blvd.
Houston, TX 77062-6251

Killeen Learning Center

902 West Central Texas Expy
Suite #300
Killeen, TX 76541-2566
254 501-6900
254 501-3405 FAX

Dallas Campus

12400 Coit Road
Suite # 200
Dallas, TX 75251-2009
972 385-1055
972 385-1700 FAX

Cedar Hill Learning Center

305 W FM 1382
Suit 566
Cedar Hill, TX 75104-1895
469 526-1052
972 291-1528 FAX

**Plano Student Resource
Center**

5760 State Highway 121
Suite #250
Plano, TX 75024

**Las Colinas Learning
Center**

1707 Market Place Boulevard
Irving, TX 75063-8042

**Mid Cities Learning
Center**

860 Airport Freeway
Suite #101
Hurst, TX 76054
817 893-1500
817 514-9074 FAX

Houston Campus

11451 Katy Freeway
Suite #100
Houston, TX 77079-2004
713 465-9966
713 465-2686 FAX

**Northwest Houston
Learning Center**

7900 North Sam Houston
Parkway W
Houston, TX 77064-3425

**Sugar Land Learning
Center**

16190 City Walk
Suite #200
Sugar Land, TX 77479-6586
281 566-5000
281 494-7271 FAX

**Woodlands Learning
Center**

24624 Interstate 45 N
Spring, TX 77386
281 298-3500

McAllen Campus

4201 and 4101 South Shary
Road
Mission, TX 78572
956 519-5800
956 519-5840 FAX

San Antonio Campus

8200 IH-10 West
Suite 910
San Antonio, TX 78230-3876
210 524-2100

West Loop Learning Center

4888 Loop Central Drive
Houston, TX 77081-2214

**Windsor Park Learning
Center**

8680 Fourwinds Drive
Windcrest, TX 78239
210 428-2150
210 428-2140 FAX

**Arlington Student
Resource Center**

3900 Arlington Highlands
Blvd, Suite # 237
Arlington, TX 76018-6038
817 505-4200
817 557-2245

Louisiana Campuses

New Orleans Campus

One Galleria Boulevard
Suite #725
Metairie, LA 70001-2082
504 461-8852
504 464-0373 FAX

**Covington Learning
Center**

1001 Ochsner Blvd
Suite #100
Covington, LA 70433
985 276-6700
985 276-6730 FAX

Baton Rouge Campus

2431 South Acadian Thruway
Suite #110
Baton Rouge, LA 70808-2365
225 927-4443
225 927-9233 FAX

Lafayette Campus

425 Settlers Trace Blvd
Lafayette, LA 70508
337 237-0464
337 354-4799 FAX

**Shreveport-Bossier
Campus**

350 Plaza Loop Drive
Building E
Bossier City, LA 71111-4390
318 549-8920
318 549-8921 FAX

Mississippi Campus

Jackson Campus

120 Stone Creek Blvd
Suite 200
Flowood, MS 39232-8205
601 664-9600
601 664-9599 FAX

Oklahoma Campuses

Oklahoma City Campus

6501 North Broadway
Suite 100
Oklahoma City, OK 73116-8244
405 842-8007
405 841-3386 FAX

West Oklahoma City Learning Center

6304 SW 3rd Street
Oklahoma City, OK 73128
405 842-8007
405 787-4295 FAX

Tulsa Campus

14002 East 21st Street
Suite #1000
Tulsa, OK 74134-1412
918 622-4877
918 622-4981

Owasso Learning Center

9455 North Owasso Expy
Suites # I & J
Owasso, OK 74055-5442
918 622-4877
918 274-8666

Midwest Region

800 834-2438

Midwest Region Administration

Kansas Campuses

Lenexa Learning Center

8345 Lenexa Drive
Suite #200
Lenexa, KS 66214-1654
816 943-9600

Wichita Campus

3020 N Cypress Drive
Suite #150
Wichita, KS 67226-4011
316 630-8121
316 630-8095 FAX

Topeka Student Resource Center

2850 SW Mission Woods Drive
Topeka, KS 66614-5616

Wichita Learning Center

2441 North Maize Road
Wichita, KS 67205
316 670-5300
316 773-2215 FAX

Michigan Campuses

Ann Arbor Learning Center

315 East Eisenhower Parkway, Suite #12
Ann Arbor, MI 48108-3330
734 994-0816
734 994-1663 FAX

Detroit Campus

5480 Corporate Drive,
Suite #240
Troy, MI 48098-2623
248 925-4100
248 267-0147 FAX

Downtown Detroit

719 Griswold Street, Suites 131, 123
Detroit, MI 48226-3360
313 324-3900
313-324-3910 FAX

Livonia Campus

17740 Laurel Park Drive
North, Suite 150C
Livonia, MI 48152-3985
734 853-4800
734 591-7767 FAX

Macomb Learning Center

19176 Hall Road
Suite #100
Clinton Township, MI 48038-6915
586 840-2100
586 228-7152 FAX

Southfield I Learning Center

26261 Evergreen Road,
Suite #500
Southfield, MI 48076-4447
248 354-4888
248 354-5969 FAX

Town Center Learning Center

4400 Town Center
Southfield, MI 48075-1601
248 354-4888
248 354-5969 FAX

West Michigan Campus

318 River Ridge Drive NW
Grand Rapids, MI 49544-1683
616 647-5100
616 784-5300 FAX

Flint Learning Center

3341 S Linden Road
Suites E-5 and E-11A
Flint, MI 48507-3045
810 223-9100
810 720-1640 FAX

Portage Learning Center

950 Trade Centre Way
Suites #120 & 300
Portage, MI 49002-0487
269 567-4000
269 381-2996 FAX

Lansing Learning Center

3100 West Road
East Lansing, MI 48823-6369
517 333-8293
517 333-8458 FAX

Minnesota Campuses

Minneapolis/St. Paul Campus

435 Ford Road
Suite #100
St. Louis Park, MN 55426-1063
952 487-7226
952 540-1051 FAX

Downtown Minneapolis Learning Center

701 Fourth Ave South
Suite #500
Minneapolis, MN 55415
612 643-4200
612 338-5021 FAX

St. Paul Learning Center

587 Bielenberg Dr.
Suite #100
Woodbury, MN 55125-1415
651 361-3200
651 714-9564 FAX

Missouri Campuses

Independence Learning Center

20201 East Jackson Drive
Independence, MO 64057
816 448-2500
816 795-0127 FAX

Northland Learning Center

10150 NW Ambassador Drive
Kansas City, MO 64153-1365

Springfield Campus

1343 East Kingsley Street
Springfield MO 65804-7216
417 887-5795
417 877-8046 FAX

St. Louis Campus

13801 Riverport Drive
Suite #102
St. Louis, MO 63043-4828
314-298-9755
314 291-2901 FAX

Brentwood Learning Center

1401 S Brentwood Blvd
St. Louis, MO 63144
314 301-7400
314-962-0272 FAX

Downtown St. Louis Learning Center

211 North Broadway
Suites 120 & 900
St. Louis, MO 63102

Ohio Campuses

Cleveland Campus

5005 Rockside Road
Suite #130
Independence, OH 44131-2194
216 447-8807
216 447-9144 FAX

Beachwood Learning Center

3401 Enterprise Parkway
Suite #115
Beachwood, OH 44122-7340
216 378-0473
216 378-0893 FAX

Westlake Learning Center

38 Main Street
Suite #300
Westlake, OH 44145
440 788-2600
440 250-1613 FAX

Cincinnati Campus

9050 Centre Point Drive
Suite #250
West Chester, OH 45069-4875
513 722-9600
513 772-3645 FAX

Columbus-Ohio Campus

8415 Pulsar Place
Columbus, OH 43240-4032
614 433-0095
614 781-9616 FAX

Wisconsin Campuses

Milwaukee Campus

20075 Watertower Boulevard
Brookfield, WI 53045-6608
262 785-0608
262 785-0977 FAX

North Milwaukee Learning Center

10850 West Park Place
Suite 150
Milwaukee, WI 53224
414 410-7900
414 359-0268 FAX

Madison Campus

2310 Crossroads Drive
Suite 3000
Madison, WI 53718-2416
608 240-4701
608 240-4758 FAX

Fox Valley Learning Center

517 N Westhill Blvd
Appleton, WI 54914-5780
920 993-0492
960 993-0868 FAX

Illinois Campuses

Chicago Campus

1500 Mc Connor Parkway
Suite #700
Schaumburg, IL 60173-4399
847 413-1922
847 413-8706 FAX

Downtown Learning Center - Chicago

203 North LaSalle Street
13th Floor
Chicago, IL 60601-1210
312 223-1101
312 223-0130 FAX

Warrenville Learning Center

4525 Weaver Parkway
Warrenville, IL 60555-0317
630 657-7000
630 393-3192 FAX

Tinley Park Learning Center

18927 Hickory Creek Drive
Mokena, IL 60448-8590
815 215-6400
708 478-5836 FAX

Indiana Campuses

Indianapolis Campus

7999 Knue Road
Suites #100 and 500
Indianapolis, IN 46250-1932
317 585-8610
317 585-8670

Plainfield Learning Center

2680 E Main Street
Suites 305 and 308
Plainfield, IN 46168-2825
317-204-1600
317-839-2937 FAX

NW Indiana Campus

8401 Ohio Street
Merrillville, IN 46410-5572
219 794-1500
219 769-6527 FAX

Kentucky Campuses

Florence, KY Learning Center

500 Meijer Drive, Suite 100
Florence, KY 41042-4881
859 212-2800
859 282-1879

Louisville Campus

10400 Linn Station Road
Suite #120
Louisville, KY 40223-3839
502 423-0149
502 423-7719 FAX

Southeast Region

Alabama Campus

Birmingham Campus

100 Corporate Parkway
Suite 250 and 150
Birmingham, AL 35242-2928
205 747-1001
205-421-1201 FAX

Arkansas Campuses

Little Rock Campus

10800 Financial Centre Parkway
Little Rock, AR 72211-3500
501 225-9337
501 223-1431 FAX

Northwest Arkansas Campus

903 N 47th Street
Barrington Centre 2
Rogers, AR 72756-9615
479 986-0385
479 464-4960 FAX

Pinnacle Hills Learning Center

1800 S 52nd Street
Suite #100 and 103
Rogers, AR 72758-8612
479 553-5700
479 553-5701 FAX

Tennessee Campuses

Chattanooga Campus

1208 Pointe Centre Drive
Chattanooga, TN 37421-3707
423 499-2500
423 499-2515 FAX

Knoxville Campus

10133 Sherrill Blvd
Suite 120
Knoxville, TN 37932-3347
865 288-6800
865 288-6801 FAX

Nashville Campus

616 Marriott Drive
Suite #150
Nashville, TN 37214-5048
615 872-0188
615 872-7121 FAX

Clarksville Learning Center

141 Chesapeake Ln
Suite #101
Clarksville, TN 37040-5241
931 552-5100
931 552-5101 FAX

Murfreesboro Learning Center

2615 Medical Center Parkway
Suite #1590
Murfreesboro, TN 37129-2261
615 796-2020
615 796-2021 FAX

Memphis Campus

65 Germantown Court
Suite #100
Cordova, TN 38018-7290
901 751-1086
901 753-0652 FAX

Georgia Campuses

Atlanta Campus

8200 Roberts Drive
Suite #300
Sandy Springs, GA 30350-4153
678 731-0555
678 731-9666 FAX

DeKalb Learning Center

2600 Century Parkway, NE
Suite # 250
Atlanta, GA 30345-3125
404 443-6900
404 443-6901 FAX

Macon Learning Center

6055 Lakeside Commons Drive
Suite #200
Macon, GA 31210-5777
478 475-7200
478 475-7201 FAX

McDonough Learning Center

2030 Avalon Parkway
Suite #100
McDonough, GA 30253
770 268-4100
770 268-4101 FAX

Snellville Learning Center

1350 Scenic Highway N
Suite # 266
Snellville, GA 30078-7907
770 510-7800
770 510-7801 FAX

Augusta Campus

3150 Perimeter Parkway
Augusta, GA 30909-4583
706 868-2000
706 868-2099 FAX

Augusta Campus Annex

3152 Perimeter Parkway
Augusta, GA 30909-4583
706 868-2000
706 868-2099 FAX

Columbus-Georgia Campus

7200 North Lake Drive
Columbus, GA 31909
706 320-1266
706 320-1970 FAX

Brookstone Learning Center

200 Brookstone Centre Parkway, Suite 300
Columbus, GA 31904-4559
706 641-3000
706 641-3001 FAX

Gwinnett Learning Center

2470 Satellite Boulevard
Suite #150
Duluth, GA 30096-1257
770 500-1500
770 495-8242 FAX

Marietta Learning Center

1850 Parkway Place
Suite #200
Marietta, GA 30067-8219
678 320-6010

Savannah Campus

8001 Chatham Center Drive
Suite 200
Savannah, GA 31405-7400
912 232-0531
912 232-6922 FAX

Florida Campuses

South Florida Campus

600 North Pine Island Road,
Suite 500
Plantation, FL 33324-1393
954 382-5303
954 382-5304 FAX

Kendall Learning Center

13400 SW 120th Street
Suite #300
Miami, FL 33186
305 378-2700
305 378-2710 FAX

Miami Learning Center

11410 NW 20th Street
Suite #100
Miami, FL 33172
305 428-4910
305 428-4911 FAX

Cypress Creek Learning Center

550 West Cypress Creek
Road, Suite 150
Ft. Lauderdale, FL 33309-6169
954 382-5303
954 382-5304 FAX

Palm Beach Gardens Learning Center

7111 Fairway Drive
Suite 205
Palm Beach Gardens, FL
33418-4204
954 382-5303
561 273-1510 FAX

Miramar Learning Center

2400 SW 145th Avenue
Miramar, FL 33027-4145

North Florida Campus

4500 Salisbury Road
Suite # 200
Jacksonville, FL 32216-0959
904 636-6645
904 636-0998 FAX

East Jacksonville Learning Center

11915 Beach Blvd
Suites# 101-104
Jacksonville, FL 32246-6704
904 486-2500
904 486-2501 FAX

Oakleaf Learning Center

9775 Crosshill Blvd
Suite # A-1, A-2
Jacksonville, FL 32222-5823
904 779-4500
904 779-4501 FAX

Central Florida Campus

2290 Lucien Way, Suite #400
Maitland, FL 32751-7057
407 667-0555
407 667-0560 FAX

Daytona Learning Center

1540 Cornerstone Blvd.
Suite 100
Daytona, Florida 32117

South Orlando Learning Center

8325 South Park Circle
Orlando, FL 32819
407 345-8868
407 352-2208 FAX

East Orlando Learning Center

1900 Alafaya Trail
Orlando, FL 32826-4717
407 563-1500
407 563-1560 FAX

West Florida Campus

12802 Tampa Oaks Blvd,
Suite 200
Temple Terrace, FL 33637-
1915
813 626-7911
813 977-1449 FAX

Sarasota Learning Center

501 North Cattlemen Road
Sarasota, FL 34232-6421
941 554-2500
941 554-2599 FAX

Westshore Learning Center - Tampa

4805 Independence Parkway
Tampa, FL 33634-7543
813 626-7911
813 977-1449 FAX

St. Petersburg/Clearwater Learning Center

1901 Ulmerton Road,
Suite #150
Clearwater, FL 33762-3311
727 561-9008
727 592-9423 FAX

North Carolina Campuses

Charlotte Campus

3800 Arco Corporate Drive
Suite #100
Charlotte, NC 28273-3409
704 504-5409
704 504-5360 FAX

Charlotte Main 2

3700 Arco Corporate Drive
Charlotte NC 28273-7089

Asheville Learning Center

30 Town Square Boulevard
Suite #220
Asheville, NC 28803
828 654-1000
828 654-1001 FAX

Charlotte East Student Resource Center

7520 East Independence Blvd
Suite #100
Charlotte, NC 28227
704 504-5409

Charlotte North Learning Center

10925 David Taylor Drive
Charlotte, NC 28262-1041
704 504-5409

Greensboro Learning Center

1500 Pinecroft Road
Suite 110
Greensboro, NC 27407-3808
336 291-1500
336 291-1501 FAX

Raleigh Campus

5511 Capital Center Drive
Suite 390
Raleigh, NC 27606-4166
919 854-2121
919 854-2120 FAX

Brier Creek Learning Center

8045 Arco Corporate Drive,
Suite 100
Raleigh NC 27617-2010
919 317-3354
919 317-3355 FAX

Fayetteville Learning Center

639 Executive Place, Suite 301
Fayetteville, NC 28305-5123
910 485-9000
910 485-9001 FAX

South Carolina Campus

Columbia Campus

1001 Pinnacle Point Drive
Columbia, SC 29223-5733
803 699-5096
803 699-7651 FAX

Greenville Learning Center

125 The Pkwy
Suite 100
Greenville, SC 29615-6610
864-675-2300
864-675-2301 FAX

Puerto Rico Campuses

Puerto Rico Campus

Santander Tower
at San Patricio
B-7 Tabonuco St.
Suite 700
Guaynabo, PR 00968-3003
787 731-5400
787 731-1510 FAX
800 981-0688

Escorial Learning Center

Escorial Building One
1400 Ave Sur
Suite# 300
Carolina, PR 00987-4704
787 982-7900
787 982-7901 FAX

Northeast Region

Connecticut Campus

Fairfield County

535 Connecticut Ave
Norwalk, CT 06854-1700
203 523-4700
203 523-4799 FAX

Delaware Campus

900 Justison Street
Suite 920
Wilmington, DE 19801
302 656-1027
302 656-8608 FAX

Virginia Campuses

Arlington Learning Center

1800 South Bell Street
Arlington, VA 22202-3546
703 376-6100

Fairfax Learning Center

8270 Willow Oaks Corporate
Drive, Suite 200
Fairfax, VA 22031-4516
703 573-2212
703 573-6461 FAX

Northern Virginia Campus

11730 Plaza America Drive
Suite #200
Reston, VA 20190-4742
703 376-6100
703 435-2160 FAX

Manassas Learning Center

9705 Liberia Ave
Suite #299
Manassas, VA 20110
571 377-7500
703 331-3141 FAX

Richmond Campus

6600 West Broad Street
Richmond, VA 23230-1709
804 288-3390
804 288-3614 FAX

Virginia Beach Learning Center

150 Central Park Ave
Virginia Beach, VA 23462
757 493-6300
757 499-1671 FAX

Maryland Campuses

Maryland Campus

8830 Stanford Boulevard
Suite #100
Columbia, MD 21045-5424
410 872-9001
410 872-0326 FAX

Greenbelt Learning Center

7852 Walker Drive
Suite #100
Greenbelt, MD 20770-3245
301 345-6710
301 345-8401 FAX

Rockville Learning Center

9601 Blackwell Road,
Suite #1
Rockville, MD 20850-6477
240 314-0511
240 314-0139 FAX

Timonium Learning Center

1954 Greenspring Drive
Suite #100
Timonium, MD 21093-4109
410 560-0055
410 560-1384 FAX

Massachusetts Campuses

Boston Campus

19 Granite Street
Suite #300
Braintree, MA 02184-1744
781 228-4507
602 383-9738 FAX

Central Massachusetts Learning Center

One Research Drive
Westborough, MA 01581-3906
508 614-4100

New Jersey Campus

Jersey City Campus

100 Town Square Place,
Suite #305
Jersey City, NJ 07310-2778
201 610-1408
201 610-0450 FAX

Pennsylvania Campuses

Harrisburg Campus

4050 Crums Mill Road
Harrisburg, PA 17112-2894
717-540-3300
717-540-3301 FAX

Philadelphia Campus

1170 Devon Park Drive
Wayne, PA 19087-2121
610 989-0880
619 989-0881 FAX

Warrington Learning Center

1565 Main Street
Suite #1121
Warrington, PA 18976-3400
215 918-5300

City Center Learning Center

30 South 17th Street
Philadelphia, PA 19103-4001
267 234-2000
267 561-0874 FAX

Pittsburgh Campus

Penn Center West
Building 6, Suite #100
Pittsburgh, PA 15276-0109
412 747-9000
412 747-0676 FAX

Washington, DC Campus

25 Massachusetts Ave. NW
Washington, DC 20001-1431
202 423-2520

West Region

Northern California Central Office and Campuses

Northern California Office
2890 Gateway Oaks Drive,
Suite #100 & 200
Sacramento, CA 95833-3632
800-769-4867
916 923-2107
916 648-9130 FAX

Livermore Learning Center

2481 Consitution Drive
Livermore, CA 94551-7573
800 769-4867
925 847-7640
925 965-6101 FAX

Novato Campus

75 Rowland Way, Suite #100
Novato, CA 94945-5037
877 274-6364
415 898-4449
415 898-9095 FAX

Oakland Learning Center

1200 Clay Street
Suite #200
Oakland, CA 94612-1424
877 478-8336
510 457-3300
510 457-3340 FAX

San Francisco Learning Center

1 Front Street
Suite #200
San Francisco, CA 94111-5398
800 448-6775
415 495-3370
415 495-3505 FAX

Bay Area Campus - San Jose

3590 North First Street
Suite #101
San Jose, CA 95134-1805
800 640-0622
408 435-0174
408 435-8250 FAX

Concord Learning Center

1401 Willow Pass, Suite 200
Concord, CA 94520-7982
800 266-2107
925 349-2300
925 681-2079 FAX

Visalia Learning Center

301 E. Acequia
Visalia, CA 93291-6341

Bakersfield Campus

4900 California Avenue,
Tower A, Suite # 300
Bakersfield, CA 93309-7018
800 697-8223
661 633-0300
661 633-2711 FAX

Central Valley Campus

45 River Park Place West
Suite # 101
Fresno, CA 93720-1562
888 722-0055
559 451-0334
559 451-0381 FAX

Sacramento Campuses

Sacramento Valley Campus

2890 Gateway Oaks Drive,
Suite #200
Sacramento, CA 95833-3632
916 923-2107
916 648-9110 FAX

Beale AFB Campus

17849 16th Street
Beale AFB, CA 95903-1711
530 788-7810
530 788-0314 FAX

Elk Grove Learning Center

9280 W. Stockton Boulevard
Suite #230
Elk Grove, CA 95758-8073

Fairfield Learning Center

5253 Business Center Drive,
Fairfield, CA 94534-1630
707 207-0750
707 207-0989 FAX

Gateway Oaks Learning Center

2860 Gateway Oaks Drive
Building B, Suite 100 and 200
Sacramento, CA 95833-3632
916 923-2107
916 923-3914 FAX

Lathrop Campus

17000 South Harlan Road
Lathrop, CA 95330-8738
209 858-0298
209 858-2840 FAX

Modesto Learning Center

5330 Pirrone Road
Salida, CA 95368
209 543-0153
209 543-0236 FAX

Rancho Cordova Learning Center

2882 Prospect Park Drive
Suite#100
Rancho Cordova, CA 95670-6019
916 636-9440
916 636-9449 FAX

Roseville Learning Center

516 Gibson Drive
Roseville, CA 95678-5791
916 783-4886
916 783-7829 FAX

San Diego Campuses

Palm Desert Learning Center

34100 Gateway Drive
Palm Desert, CA 92211
800 473-4346

Chula Vista Learning Center

2060 Otay Lakes Road
Chula Vista, CA 91915-1362
619 591-7028
619 470-4597 FAX

Downtown San Diego Learning Center

1230 Columbia Street
Suite #800
San Diego, CA 92101-0110
800 473-4346

San Diego Campus

9645 Granite Ridge Drive
Suite #250
San Diego, CA 92123-2658
858 576-1287

Kearny Mesa Learning Center

3890 Murphy Canyon Road,
Suite #100
San Diego, CA 92123-4448
858 576-1287
858 576-0032 FAX

San Marcos Learning Center

300 Rancheros Drive
San Marcos, CA 92069
760 510-8253
760 510-8420 FAX

El Centro Learning Center

3095 N Imperial Ave
Suite #101
El Centro, CA 92243
760 355-1190
760 370-9039 FAX

Southern California Campuses

West Regional Administration
10540 Talbert Avenue,
Suite 120 (West)
Fountain Valley, CA 92708
800 888-1968
714 378-5275 FAX

Culver City Learning Center

200 Corporate Pointe,
Suite A-50
Culver City, CA 90230-7645
800 888-1968

Diamond Bar Campus

1370 South Valley Vista Drive,
Diamond Bar, CA 91765-3921
800 888-1968
909 396-5854 FAX

Gardena Campus

1515 West 190 Street
Suite #450
Gardena, CA 90248-4319
800 888-1968
310 525-2684 FAX

La Mirada Campus

14320 Firestone Boulevard
Suite #150
La Mirada, CA 90638-5526
800 888-1968
714 670-9152 FAX

Lancaster Learning Center

1220 West Avenue J,
Lancaster, CA 93534-2902
800 888-1968
661 940-7203 FAX

Murrieta Learning Center

25240 Hancock Ave
Murrieta, CA 92562-5990
800 888-1968
951 677-1748 FAX

Ontario Learning Center

3110 East Guasti Road,
Ontario, CA 91764-7631
800 888-1968
909 937-2194 FAX

Pasadena Campus I

299 North Euclid Ave.
Suite # 100
Pasadena, CA 91101-1531
800 888-1968
626 793-9245 FAX

San Bernardino Campus

301 East Vanderbilt Way,
Suite # 200
San Bernardino, CA 92408-3557
800 888-1968
909 890-2375 FAX

Southern California Campus

3100 Bristol Street
Costa Mesa, CA 92626-3099
800 888-1968
714 913-2709 FAX

Woodland Hills Campus

5955 De Soto Avenue
Woodland Hills, CA 91367-5107
800 888-1968
818 226-0571 FAX

Hawaii Campuses

Hawaii Campus

745 Fort Street
Honolulu, HI 96813-4317
808 536-2686
808 536-3848 FAX

Kapolei Learning Center

1001 Kamokila Boulevard,
Suite # 306
Kapolei, HI 96707-2014
808 693-8686
808 674-2655 FAX

Miliani Learning Center

95-1249 E Meheula Parkway
Suite 106
Mililani, HI 96789-1778
808 625-7004
808 625-7749 FAX

Windward Campus

46-001 Kamehameha Hwy
Suite #110
Kaneohe, HI 96744-3724
808 247-9080
808 247-6360 FAX

Washington Campuses

877 877-4867

Western Washington Campus

7100 Fort Dent Way
Suite #100
Tukwila, WA 98188-8553
425 572-1600
206 246-3110 FAX
206-246-3111 FAX

Bellevue Learning Center

3380 146th Place SE
Suite #200
Bellevue, WA 98007-6480
425 572-1600
425 373-0423 FAX

Lynnwood Learning Center

20700 44th Ave West
Lynnwood, WA 98036
425 744-3900
425 744-3930 FAX

Tacoma Learning Center

1126 Pacific Ave
Tacoma, WA 98402
253 620-3400
253 620-3430 FAX

Eastern Washington Campus

8775 East Mission Avenue
Spokane Valley, WA 99212-2531
509 327-2443
509 326-1788 FAX

Tri Cities Student Resource Center

8905 Gage Blvd
Suite #300
Kennewick, WA 99336-7191
509 736-2930
509 736-2649 FAX

Oregon Campuses

Oregon Campus

13221 SW 68th Parkway
Suite #500
Tigard, OR 97223-8368
503 495-2900
503 670-0614 FAX

Cascades Station Learning Center

9600 NE Cascades Parkway
Suite #140
Portland, Oregon 97220-6831
503 280-7300
503 280-7301 FAX

Hillsboro Learning Center

3600 NW John Olsen Place
Suite 100
Hillsboro, OR 97124-5807
503 495-1900
503 629-8926 FAX

Salem Learning Center

670 Hawthorne Avenue SE
Suite #110
Salem, OR 97301-6884
503 364-5695

Online Region

**Online Campus and
Administrative Offices**

1625 West Fountainhead
Pkwy
Tempe, AZ 85282-2371
602 557-2000

International Campuses

European Military Campus

Hebelstrasse 22
69115 Heidelberg
Germany
011-49-6221-705-0640
011-49-6221-705-0619 FAX

**Asia Pacific Military
Campus**

Kadena AFB
18 MSS/DPE Unit 5134
APO AP 96368
011-81-611-732-8508
011-81-611-734-5303 FAX

IOWA

Date: 04/08/2003

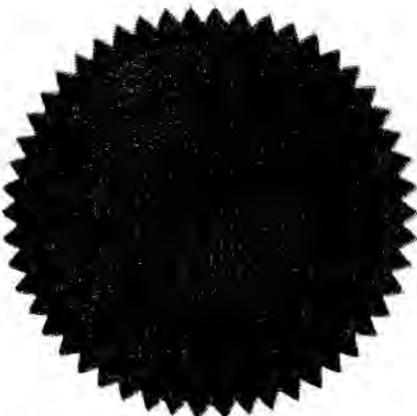
SECRETARY OF STATE

490 FP-000247119
THE UNIVERSITY OF PHOENIX, INC.
THE UNIVERSITY OF PHOENIX, INC.
ATTN: JOSHUA WILHELM
4615 E ELWOOD ST #90-0044F
PHOENIX, AZ 85040

CERTIFICATE OF AUTHORIZATION

Name: THE UNIVERSITY OF PHOENIX, INC.
Begin date: 10/23/2000
Expiration: PERPETUAL
State: Arizona

I, CHESTER J. CULVER, secretary of state of the state of Iowa, custodian of the records of incorporations, certify that the corporation named on this certificate is authorized to transact business in this state, that the corporation qualified to do business in Iowa on the date printed above, that all fees required by the Iowa Business Corporation Act have been paid by the corporation, and that the most recent biennial corporate report required by Iowa Code chapter 490 has been filed by the secretary of state.



CHESTER J. CULVER SECRETARY OF STATE



STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****THE UNIVERSITY OF PHOENIX, INC.*****

a domestic corporation organized under the laws of the State of Arizona, did incorporate on November 8, 1976.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 12th Day of March, 2012, A. D.



A handwritten signature in black ink, appearing to read "EG Johnson".

Executive Director

By: _____ 732905



State of Arizona

State Board for Private Postsecondary Education University of Phoenix

HAS BEEN GRANTED APPROVAL TO OPERATE
AT VARIABLE ARIZONA LOCATIONS: CAMPUSES, AUXILIARY CLASSROOMS
AND MILITARY BASES

Effective for the period of April 1, 2012 thru March 31, 2013

Handwritten signature of Eric Stadler in cursive.

Executive Director

Handwritten signature of James Dale Brown in cursive.

Chairman

2011 Academic Annual Report

University of Phoenix



2011 Academic Annual Report

University of Phoenix



As technology becomes more embedded in our daily lives, higher education must adapt and evolve to keep pace. Access to information has been democratized through technological innovation while much of academia continues to cling to traditional conventions of closed sources of information. The way people work and play have changed, but the way students are expected to learn, for the most part, has not.

More to the point, however, is that higher education is charged with preparing the next generation to work in a world that differs greatly from what was expected of workers in the Manufacturing Age. The current structure of higher education generally lacks the flexibility to adapt to today's economic environment. Many traditional systems are not nimble when attempting to implement new curriculum, new courses of study, or innovative technologies.

Standing in the way of integrating e-learning are obstacles that include monetary considerations and the concept that e-learning is for distance education only. These must be overcome. Technology enables more engaged learning and increased access. Classrooms that truly prepare students for the new workplace must include blended learning—a combination of face to face and technology.

What is absolutely critical to the classroom today is a move from a teaching focus to a learning focus. This can be accomplished in a technology-enhanced environment. The challenge lies not in change per se, but in the rational implementation of transformation in ways that allow for an evolutionary rather than a revolutionary execution.

The key to implementing e-learning and getting buy-in from faculty and students alike is to ensure that the integration is properly planned. Faculty need adequate training and support that goes beyond a hot-line to call when systems are down. Students need to understand how to evaluate websites and information as well as how to organize their knowledge. And most importantly, students must be skilled critical thinkers.

The evolution of University of Phoenix has been inextricably linked with advances in technology from the introduction of the online campus in 1989 to the numerous technology-enhanced academic assets and student services available 24/7 anywhere Internet access is available. The discussion concerning integrating technology concludes by looking forward for what is to come next at the University—the untapped potential of ambient intelligence and adaptive learning.

The Scorecard section of the report details how University of Phoenix students compare demographically, as well as academically with their peers at other like institutions nationally. As in past years, the University's students rate their experience to be positive in all surveyed areas as reported on End-of-Course, End-of-Program, and Alumni surveys. This includes the quality of faculty, curriculum, and services.

This year's results of the Standardized Assessment of Information Literacy Skills (SAILS), University seniors are equivalent in all eight areas as compared to seniors at other institutions. In addition, University of Phoenix seniors outperform or are equivalent to University of Phoenix freshmen in all eight areas.

The ETS® Proficiency Profile showed a slight decline in seniors' performance to the comparison group. However, the differences between the two groups were slight and of limited significance.

Finally, the graduation rates for University associate and master levels show an increase; the bachelor level declined. The University believes most of the decline can be attributed to an increase in the number of students transferring in with zero credits.

Realizing the need for accessible, quality higher education that could attend to the way many prospective students lived their lives, Dr. John Sperling created University of Phoenix, a new and somewhat unorthodox approach to higher education that catered to the adult student who worked and could not attend classes during the day. Today the unorthodox has become commonplace and a new need exists, one that requires higher education to innovate and renovate to match the way our students live, and beyond that, mirror how society currently functions.

Higher education stands as a monolith in a dynamic, rapidly evolving society in which access to information has been democratized through technological innovation while much of academia clings to traditional conventions of closed sources of information. The way people work and play have changed, but the way students are expected to learn, for the most part, has not.

For academic institutions, charged with equipping graduates to compete in today's knowledge economy, the possibilities are great. Distance education, sophisticated learning-management systems and the opportunity to collaborate with research partners from around the world are just some of the transformational benefits that universities are embracing.

"The Future of Higher Education: How Technology Will Shape Learning"
The Economist 2008

The skills required for today's Information Age workplace are far different than they were in the Manufacturing Age. Today's students must be prepared to work in a world that expects them to be globally aware, have financial and entrepreneurial literacy, and be information and media savvy. To accomplish that, they must be innovative and creative and have honed their abilities in critical thinking and problem solving, along with being self-directed, adaptable, and accountable.¹ The traditional classroom is not designed to encourage the development of these skills.

The current structure of higher education for the most part, lacks the flexibility to adapt to today's economic environment. Traditional systems frequently are not nimble when attempting to implement new curriculum, new courses of study, or innovative technologies. In addition, higher education is severely hampered by the economic environment of our country—most notably a lack of funding. This causes major issues for public institutions relying on state subsidies and funding. Private institutions have also seen a major decrease in donations and alumni support. Reduced funding translates into a lack of flexibility that in turn limits any desired scalability or meaningful reform.

Impediments to Integrating e-Learning

In addition to monetary considerations, other factors can impede the integration of e-learning. One is the perception that e-learning is for distance education only. In fact, e-learning is for all students. As noted in a study by Apple Corporation, "Apple Classrooms of Tomorrow - Today: Learning in the 21st Century,"² we are at the "confluence of three influences." These include:

- Globalization
- Interdependence and competition
- Technology innovations in education

According to the report, technology enables more engaged learning and increased access. If this is so, why would those advantages be limited only to those engaging in distance learning? The classrooms of the 21st-century must include blended learning at every level.

The Apple report suggests the following six design principles for 21st century education, noting that these principles can best be accomplished with the addition of technology:

- Skills outcomes
- Relevant and applied curriculum
- Informative assessments
- Social and emotional connection
- Culture of creativity and innovation
- 24/7 access to tools and resources

To educate effectively a larger number of Americans than are being educated today, education must focus on all students, not just those who are currently succeeding. In an article titled “Failure Is Not an Option,” Dr. David Edyburn of the University of Wisconsin questions, “How long do we let students fail at given tasks before we get them appropriate performance support tools?”³ And while the focus on learning outcomes is usually on the positives, failure at learning tasks also produces outcomes but not the kind the institution or the student want. Too often, Dr. Edyburn suggests, the current perception is biased in favor of “naked independence.”⁴ This refers to those students or people who can perform without assistance, and we devalue those who need the assistance in order to succeed.

This is particularly evident in the sciences and math, where we find much reluctance to allow technology into the classrooms to assist students, while the use of grammar and spell checkers is seen as totally appropriate. Dr. Edyburn concludes that “the definition of fairness is everyone gets what they need. Technology offers viable options to enhance performance by providing cognitive supports and appropriate tools.”

It is insufficient for learners to merely attain concepts in isolation, yielding knowledge that frequently remains static. Rather, students must form and continually adapt their understanding of the world as they collaborate with other students to solve authentic problems presented in meaningful tasks.

Teaching Constructivist Science, Bentley, Ebert, & Ebert, 2007

If this situation is to change, traditional beliefs such as “naked independence,” and what defines an educated person, will have to be challenged. Colleges and universities can no longer remain one dimensional repositories of knowledge in a three-dimensional world. They must evolve to a place where students can acquire knowledge and skills they can use to solve complex problems for the rest of their lives.⁵ Traditional models and roles, including the role of the faculty, will need to be re-examined.

Many faculty members continue to view their roles as being the locus of knowledge transfer through teaching. Many continue to believe the lecture/mid-term/final format to be an immutable standard. However, increasingly there are those who feel not only that this one-size academia does not fit all students but also is actually archaic.

Dr. Joe Redish of the University of Maryland has conducted research on the changes that need to be made to the way college students are taught. He posits that the roots of the lecture go back thousands of years. And before printing was widespread, “someone would read the books” while the listeners would copy down what was read. Professor Redish also points out that, “the word *lecture* comes from the Latin word meaning ‘to

...the crucial element in blended learning is an appropriate balance of face-to-face teaching and technology use. Neither the computer nor the World Wide Web is meant to replace instructor both are supplements to instructor-developed lesson plans, but technology can provide a myriad of benefits including the development of independent learners, a source of instant feedback, and motivation to learners.

Blended Learning: Using technology in and beyond the language classroom, Pete Sharma and Barney Barrett 2007

read.”⁶ Dr. Redish recounts that his lecture-style classes reached only those “who do really well and are motivated,” so he began to seek ways to reach the students who weren’t teaching themselves.⁷ Dr. Redish and other like-minded academics took note of the work cognitive scientists were doing that indicated people’s short-term memories were limited and could not absorb and retain all the information presented in lecture format.⁸ And this may be particularly true for those students who have grown up in a world of immediacy.

What is absolutely critical to the classroom today is to move from a teaching focus to a learning focus. This can be accomplished in a technology-enhanced environment. If Amazon can employ a platform that adapts to its users and anticipates their preferences, why can’t educational platforms, which by doing so could reach a larger percentage of students? The challenge lies not in change, per se, but in the rational implementation of transformation in ways that allow for an evolutionary rather than a revolutionary execution.

Faculty members need to be reassured that technology is merely a tool. It is not intended to be a replacement; it is meant to empower them and to assist the student to excel. Research reported in the article, “Bring Academics On Board,” reveals a range of pedagogical motivations for the development of e-learning environments, which, perhaps not surprisingly, complement the six design principles outlined by the Apple report. These include the following:

- Catering more effectively to the learning needs of different student groups and learning styles
- Improving learning outcomes
- Improving retention and progression rates
- Challenging students to become learner centred [*sic*], self-directed, resourceful and independent learners

- Engaging students in the learning experience
- Revitalising [sic] and re-energising [sic] the curriculum
- Providing a richer learning experience⁹

However, in spite of these findings, the authors report that many academics still believe that e-learning can cause “limited working memory, split attention, and cognitive overload that arise from multiple representations of content.”¹⁰ This combined with the “shiny object” fascination will diminish concentration on the core content and reduce learning.¹¹ And while this research was done in Australia and may appear to be somewhat dated, it is still relevant to many in academia today.

In a 2010 article in *The Chronicle of Higher Education*,¹² Marc Parry interviewed Nicholas Carr, former editor of the *Harvard Business Review* and author of several articles

and books debating the role of computers in business and the classroom. His list of publications includes articles such as “IT Doesn’t Matter” and “Is Google Making Us Stupid?” His recent book, *The Shallows*, is a 2011 Pulitzer Prize nominee and a *New York Times* bestseller. Mr. Carr believes that the Internet is “rewiring our brains and short circuiting our ability to think” and that it can “impede understanding, comprehension, and learning.” In addition, Carr makes an excellent point regarding Internet research indicating that when researching online using a search engine such as Google, results shown at the top are determined by popularity, not necessarily by relevance and reliability. Researchers using these resources could end up using the same materials and as a result, all coming to the same conclusions. Finally, and perhaps the most important point, Carr believes that unless properly planned, technology can keep people from “transferring information from short-term to long-term memory.”

One way to build students cognitively is through creativity. Technology is widely accepted as a way for students to think more critically during learning. This critical thinking through technology gives students opportunities to think more creatively, therefore bolstering their higher order thinking skills. One method of having students accomplish this is through design.

“Creativity in Technology Education”

Singer Science and Business Media, T. Lewis, 2008

Properly Planned Integration

The key to both implementing e-learning and getting buy-in from faculty and students alike is to ensure that it is, as Carr referenced, “properly planned.” To ensure that research is not purely surface study, students need to understand how to evaluate websites and information and to organize their knowledge. They must be skilled critical thinkers. Students must have access not only to Internet research, but also to libraries containing peer-reviewed works and books. They also need to be encouraged and led toward deep learning and reflection by the faculty through deep teaching. In addition, properly planned technology always has an academic purpose and application. If it does not, if it is merely a shiny object, the faculty and the students will ultimately reject it.

Properly planned technology must be aligned with strong support systems. Technology implementation can happen only if 24/7 support is reliably available. And support does not simply mean the voice at the end of a phone line at the help desk. Support,

particularly for the faculty, includes giving faculty members the time necessary to learn the new technology and how it applies to what they are teaching. Support can also mean a dedicated team of researchers, software developers, and instructional designers who work with faculty members to ensure relevance and applicability.

Virtual classrooms must also change. Frequently, online courses are created using the same pedagogies and curriculum as are used in the traditional classroom. Often courses are simply taken verbatim and taught online. Much as writing for online reading differs both in style and design from that in print, online learning has distinctive characteristics and different methodologies and techniques; consequently, classroom management tools are required to create the proper environment.

Given the increasing evidence that Internet information and communication technologies are transforming much of society, there is little reason to believe that it will not be the defining transformative innovation for higher education in the 21st century. Transformation of learning environments in higher education settings for an increasingly electronic world is critical to ensure that the benefits are fully realized.

"Learning on-line: A review of recent literature in a rapidly expanding field".

Journal of Further and Higher Education

Christina Williams, University of Brighton, 2002

And finally, in a properly planned blended learning environment the students must have the option, much as we all do in our daily lives, of technology when they want it and face-to-face when they want or need that. Many organizations do quite well blending bricks and mortar with online interaction. Banks provide the convenience of self-service for basic transactions. Electronic deposits are the norm today for paychecks. Today online banking and bill paying is available through all the main and even smaller banks. Yet, if banking customers have

questions or need documentation and/or services that are not available online, they can and do visit their local bank to speak with a staff member. The public does not think of one bank as an "online bank" and another as a "bricks and mortar" institution. It is inconsistent that educators persist in thinking that educational opportunities must be defined in this either/or manner.

In short, higher education must adapt to our changing society and abandon the outdated myth that knowledge is a hidden truth locked up in the institution to be revealed only by faculty. Knowledge is everywhere and we must now provide responsible and accountable access to it or be prepared for the students to find that access elsewhere. Google and Wikipedia are providing unparalleled access to information that is or may be uneven in quality in many cases; our educational system needs to provide immediate access to the skills and knowledge on how to find, validate, and manage information.

ACADEMIC TECHNOLOGY AT UNIVERSITY OF PHOENIX

As described in the opening paragraph, University of Phoenix was the product of the necessity to provide access to those who wanted to earn a degree, but who could not do so in the traditional system. Dr. Sperling recognized that in real life, designations like

“worker,” “parent,” and even “student” represented aspects of a seamless life in which these roles could and should coexist simultaneously and fluidly rather than as individual and walled facets that are each distinct and separate in their essence. Offering access to allow that coexistence was and is the goal of the University. And it is that mix of work, family, and education that is a daily reality for almost three-quarters of all students enrolled in institutions throughout the country today.

In 1989, University of Phoenix pioneered online education. It was innovative and controversial. Today, with the advent of the Internet, almost all colleges and universities offer at least some online instruction and many see it as a way into the future. In the mid-1990s, the University again sent waves through higher education by developing a virtual library, and by the start of the 21st century, had extended this digital approach to textbooks and supporting educational resources for students. Today, digitizing content is commonplace in higher education.

In order to have engaged learning, tasks need to be challenging, authentic, and multidisciplinary. Such tasks are typically complex and involve sustained amounts of time. They are authentic in that they correspond to the tasks in the home and workplaces of today and tomorrow. Collaboration around authentic tasks often takes place with peers and mentors within school as well as with family members and others in the real world outside of school. These tasks often require integrated instruction that incorporates problem-based learning and curriculum by project.

North Central Regional Educational Laboratory, 1994

Engaged Technology

The evolution of University of Phoenix has been inextricably linked with advances in technology. Computers and laptops are giving way to smartphones and tablets with previously unimagined capacities and capabilities. However, as Dr. Mark Weiser, Chief Technology Officer at Xerox Palo Alto Research Center (PARC) understood as early as 1991:

The most profound technologies are those that disappear. They weave themselves into the fabric of everyday life until they are indistinguishable from it. Say goodbye to your computer—it’s about to disappear. That is, it will be so much a part of your life that you won’t even know it’s there.¹³

Dr. Weiser’s vision is close to reality in almost every aspect of life today and that’s where the University intends to take our technology systems.

At the core of providing students with an engaged learning experience is the need to provide resources that support students’ success and increase their ability to interact with the faculty and with their classmates. From the outset, University of Phoenix has worked hard to meet these challenges. Today technology is embedded throughout the students’ experience. Of significance is the fact that technology enables a robust array of scalable, digital resources to all students and faculty members, regardless of their primary mode of delivery.

It is also significant to note that technology is not just an “add on,” a tool to supplement traditional curriculum. Technology is a primary means of touching and developing students from initial contact and throughout their total education experience. An example of the former is the Phoenix Prep Center, which has correlates at many institutions. Prospective students interested in the University—in any modality—can sign on to the Phoenix Prep Center to learn about the University and about themselves. Interested users can take a variety of assessments that include learning styles, college readiness, and technology.

In addition, there are a number of virtual student support services, learning assets, and tools available to assist and support student development and success. For example, University of Phoenix utilizes a Student and Faculty Portal. All students and faculty have access to a portal which allows them to perform a multitude of administrative and support functions, and to access academic materials, learning assets, and tools. For students and instructors involved in classes via the online modality, the portal is the entry point for their classrooms. For students and faculty attending local campuses, the portal provides learning materials and forums for collaboration in Learning Teams and the ability to submit assignments and receive graded assignments with feedback from faculty between class meetings.

Students, regardless of the modality in which they are enrolled, can also do the following via the portal:

- Review contact information
- Register for classes
- Pay tuition
- Meet with a representative online
- Request transcripts
- Submit assignments
- Receive graded assignments with feedback
- Obtain grades

Workshops are also available via the student and faculty portal that students can take to improve their basic skills in areas important for student success. Student workshops in the following areas are offered on a weekly basis:

- Accounting and Finance
- Computer Skills
- Math and Statistics
- Personal Skills
- Writing

University of Phoenix faculty can access an online, automated Gradebook via the student and faculty portal. The Gradebook is customizable for each course based on the faculty member’s assessments. Using the Gradebook, the faculty can organize and monitor assessments, allocate grade points, and provide private quantitative and qualitative feedback to students. The faculty can also set up and assign Learning Teams. All information for students (team assignments, feedback, grades, etc.) is immediately transmitted to them, and faculty members do not have to communicate separately via email or other media.



In addition, faculty members can notify the administration if they note that a student is not making satisfactory progress within a course through an automated Early Alert System. The faculty members fill out Early Alert Forms and these are automatically routed to notify the appropriate academic advisors to contact students to follow up on the issue immediately.

Technology also provides a means for the faculty to access ongoing personal and professional development. For example, ongoing faculty development is available both at the local campuses and online via the student and faculty portal. Faculty members can sign up for online workshops in course-specific areas, computer skills, and facilitation skills including critical thinking, faculty tone, and handling difficult students. Faculty members also have access to numerous administrative services via the portal, related to course management and University policies.

The types of technological enhancements just described represent more recent advances among many institutions. These now supplement what have become mainstays in higher education's technology arsenal, including virtual libraries, e-book collections (and other text materials), math and writing centers, and a variety of curriculum supplements such as simulations, virtual organizations, e-portfolios, and virtual science and computer labs. When taken in totality, technology now touches all aspect of the student experience, both inside and outside the classroom.

Notable in this regard is the introduction of social media as a means of connectivity in an education environment that comes closer to mirroring that of the society in general. This phenomenon is realized at University of Phoenix through PhoenixConnectsm, which is a closed academic network of students, faculty, and alumni. Research shows social and emotional connections affect students' perceptions of relevancy, and a lack of these connections can lead to disengagement.¹⁴ Through PhoenixConnectsm, students and faculty can discuss academic topics, meet new friends with similar interests, reach out to alumni, or launch a professional group.

In a similar vein, in April 2011 the Phoenix Mobile App joined the growing list of academic applications available on iTunes for students on the go. Students with iPads, iPhones, or Androids are able to post to online forums, receive alerts when grades are posted and when the instructor posts new information, and participate in discussion forums.

Looking Forward: The Untapped Potential of Technology

What we have discussed, while representing significant advances for higher education, only scratches the surface of what current technology can offer. There is much more to be adapted from the current technological playlist for the higher education community. The most important cumulative result is that technology has the potential to increase student engagement by creating a more personalized learning environment that can incorporate adaptive features. In other words, the student learning environment can be designed to respond to the specific student.

A major source of potential here lies in ambient intelligence, that is, technology that knows the users, serves them, responds to them, and does so unnoticed. Ambient intelligence, for example, is what makes possible Amazon's recognition of users and the type of products they are interested in, and thereby puts those in front of users as soon as they login, or perhaps even emails them with updates when new, like products arrive.

Ambient intelligence is technology ...

That knows you

That serves you

That responds to you

That you do not notice

Ethical Concerns in Ambient Intelligence

Elizabeth Mayernick, Magnet Lead Teacher, Duval

County Public Schools

This type of technology can be adapted to academic data sets in order to determine a student's learning profile and then adjust the learning environment to his or her needs. The more data points that can be gathered, the better the prescription is for learning. Determining the strengths and challenges of a student can then inform programs of skills enhancement, as well as appropriate levels and modes of content. In short, technology can make it possible to provide an individualized learning experience for every student.

Such technology not only serves the student directly, but also connects the student to faculty members in new ways, so they can mediate in a more deliberate manner than is currently possible. Faculty members will be able to see student information on online dashboards populated for each class. The information can include individual student needs and direct faculty members to resources to assist the students.

If courses are designed to include materials that are suited to different learning styles, faculty members no longer must teach to the middle of the class. Learning can and will adapt to each individual's needs. Faculty members will know what the students have learned and what they have missed. Faculty members can use this feedback in a variety of ways. For instance, they can assist the students in specifically identified areas of concern. They can also alter their approach to address areas in which a large number of students are showing deficiencies.

When this highly individualized and interactive learning experience is combined with social networking, new levels of interdisciplinary, inter-program, and inter-cohort dialogue and collaboration are possible. In short, adaptive technology can enhance the student's experience and it is expected to increase engagement and learning outcomes; however, technology is just the tool. The key to the successful utilization of technology is that it empowers faculty members to excel.

Summary of Results (Details in the Charts Below)

University of Phoenix offers the following to its students:

- Associate of Arts degree with more than twenty concentrations
- Bachelor programs in Business, Management, Information Technology, Criminal Justice Administration, Security, Education, Nursing, Health Administration, Human Services, Communication, English, Psychology, and Environmental Science
- Master programs in Business Administration, Management, Public Administration, Accountancy, Information Systems, Justice and Security, Education, Nursing, Health Administration, Psychology, and Counseling
- Doctorate programs in Business Administration, Management, Health Administration, Education, Industrial/Organizational Psychology, and Nursing

University of Phoenix is regionally accredited by The Higher Learning Commission,¹⁵ a commission member of the North Central Association of Colleges and Schools. The University also has programmatic accreditations in nursing, counseling, education, and business.

University of Phoenix's commitment to diversity continues to be demonstrated in the ethnic diversity of its student demographics. Female students make up two thirds of the total enrollment, which is above national averages.

The ethnic diversity of the faculty at the University is greater than national averages. The majority of faculty members are women, again greater than national averages.

As they have in previous years, students on End-of-Course, End-of-Program, and Alumni surveys rate their experiences to be positive in all surveyed areas, including quality of faculty, curriculum, and services.

Because University of Phoenix students did not participate this year in the National Survey of Student Engagement,¹⁶ 2010 results are republished. For the questions that relate to the University's learning goals, seniors rated their satisfaction as greater on nine questions and the same as one question as compared to seniors at master's universities and colleges.

On the Standardized Assessment of Information Literacy Skills (SAILS),¹⁷ University of Phoenix seniors are equivalent in all eight areas compared to seniors at other institutions. University of Phoenix seniors outperform or are equivalent to University of Phoenix freshmen in all eight areas. These results are consistent with past years.

The University's electronic library continues to grow. It now has over 105,000 periodicals and a library of books of interest. The eBook Collection contains more than 2,000 electronic textbooks.



On the ETS® Proficiency Profile, University of Phoenix seniors slightly underperformed seniors in the comparison group in Critical Thinking, Reading, Writing, Mathematics, Social Sciences, and Natural Sciences. However, the differences between the two groups were slight and of limited significance. The performance of University of Phoenix seniors was equivalent to other seniors in the Humanities. The results are consistent with previous years and show a slight improvement over 2010.

The graduation rates for the University show an increase for the associate and master levels and a decline for the bachelor level. Most of the bachelor-level decline can be attributed to a corresponding increase in zero-transfer credit students in the bachelor programs. The University of Phoenix Associate Modified Graduation Rate is well above the IPEDS graduation rate for two-year institutions.

Overview Notes and Definitions

In the following tables:

- “UOPX” is University of Phoenix
- “AY2010” is the period from September 1, 2009, through August 31, 2010
- “AY2011” is the period from September 1, 2010, through August 31, 2011.
- Many employees of University of Phoenix are also students at University of Phoenix. Hence, data in the following tables will include some University of Phoenix employees.
- Most of the data in the following tables is the result of voluntary responses and thus may not reflect the total population.
- The “n” or sample size may vary by question in a survey because the respondents were not required to answer all the questions in a survey.
- “Master’s universities and colleges” are institutions that offer both undergraduate and graduate degrees.

Programs

The University offers more than 100 programs at the associate through doctoral levels. Students can attend class online, in a bricks-and-mortar classroom, or a combination of both.

The following degree programs, majors, and concentrations are offered at the University.

Degree Programs, Majors, and Concentrations

Associate Programs

Degree	Major	Concentration
--------	-------	---------------

Associate of Arts

Accounting

Communications

Criminal Justice

Elementary Education

Financial Services

Foundations of Business

General Studies

Health Care Administration

Health Care Administration - Medical Records

Hospitality, Travel and Tourism

Human Services Management

Information Technology

Information Technology/Database Development

Information Technology/Desktop Support

Information Technology/General

Information Technology/Information Technology Support

Information Technology/Network Support

Information Technology/Networking

Information Technology/Programming

Information Technology/Visual Communication

Information Technology/Web Design

Paraprofessional Education

Psychology

Baccalaureate Programs

Degree Major Concentration

Bachelor of Arts

English

Bachelor of Science

Accounting

Biological Sciences

Business

Accounting

Administration

Communications

E-Business

Finance

Global Management

Hospitality Management

Human Resource Management

Information Systems

*Integrated Supply Chain and Operations Management
Management*

Marketing

Organizational Innovation

Project Management

Public Administration

Public Sector

Retail Management

Service Sector

Small Business Management & Entrepreneurship

Sustainable Enterprise Management

Communication

Communication & Technology

Culture & Communication

Marketing & Sales Communication

Baccalaureate Programs (continued)

Degree Major *Concentration*

Bachelor of Science (continued)

Criminal Justice Administration

Criminal Justice Administration with concentrations in:

Human Services

Institutional Healthcare

Management

Education

Elementary Education

Environmental Science

Health Administration

Health Administration with concentrations in:

Emergency Management

Health Information Systems

Health Management

Long Term Care

Health Administration

History

Human Services

Human Services with concentrations in:

Management

Information Technology

Advanced Networking

Business System Analysis

Database Administration

Information Systems Security

Multimedia & Visual Communication

Networking & Telecommunications

Software Engineering

Web Development

Liberal Studies

Management

Management with concentrations in:

Manufacturing Sector

Nursing

Organizational Security and Management

Psychology



Graduate Programs

Degree Major Concentration

Master

Business Administration

Business Administration with concentrations in:

Accounting

Energy Management

Global Management

Health Care Management

Human Resources Management

Marketing

Project Management

Technology Management

Health Administration

Health Administration with concentrations in:

Education

Gerontology

Informatics

Information Systems

Management

Management with concentrations in:

Human Resources Management

Public Administration

Graduate Programs (continued)

Degree Major Concentration

Master of Arts

Education

Administration and Supervision

Adult Education & Training

Curriculum & Instruction

Curriculum & Instruction - Computer Education

Curriculum & Instruction - English and Language Arts Education

Curriculum & Instruction - English as a Second Language Education

Curriculum & Instruction - Mathematics Education

Curriculum & Instruction - Reading

Early Childhood Education

Elementary Education - Middle Level

Elementary Teacher Education

Elementary Teacher Education, Early Childhood

Secondary Teacher Education

Secondary Teacher Education, High School, Middle Level

Special Education

Teacher Education - Middle Level Generalist

Teacher Education - Middle Level Mathematics

Teacher Education - Middle Level Science

Teacher Education - Secondary Mathematics

Teacher Education - Secondary Science

Teacher Leadership

Graduate Programs (continued)

Degree Major *Concentration*

Master of Science

Accountancy

Administration of Justice & Security

Counseling

Clinical Mental Health Counseling

Community Counseling

Marriage and Family Counseling

Marriage, Family, and Child Therapy

School Counseling

Nursing

Nursing with concentrations in:

Family Nurse Practitioner

Health Care Education

Informatics

Master of Health Administration (Dual Major)

Master of Business Administration/Health Care Management (Dual Major)

Psychology

Doctoral Programs

Degree Major *Concentration*

Doctor Business Administration

Education

Educational Leadership

Educational Leadership/Curriculum and Instruction

Educational Leadership/Educational Technology

Health Administration

Management

Organizational Leadership

Organizational Leadership/IS&T

Doctor of Philosophy

Higher Education Administration

Industrial/Organizational Psychology

Nursing

Educational Specialist

Accreditation

University of Phoenix operates campuses and learning centers in 40 states, the District of Columbia, and Puerto Rico. The University must conform to all state and national laws regarding licensed businesses and the regulations of various departments of education as well as higher education regulatory authorities in each jurisdiction in which the University operates.

University of Phoenix is regionally accredited by The Higher Learning Commission, a commission member of the North Central Association of Colleges and Schools. The University has held this accreditation since 1978. In addition to regional accreditation, the University holds four programmatic accreditations.

Programmatic Accreditation

Program	Accrediting Body	Acronym	Address
Nursing	Commission on Collegiate Nursing Education	CCNE	www.aacn.nche.edu American Association of Colleges of Nursing One Dupont Circle NW Suite 530 Washington, DC 20036
Counseling	Council for Accreditation of Counseling and Related Educational Programs	CACREP	www.cacrep.org Council for Accreditation of Counseling and Related Educational Programs 1001 North Fairfax Street Suite 510 Alexandria, VA 22314
Business	Accreditation Council for Business Schools and Programs	ACBSP	www.acbsp.org Accreditation Council for Business Schools and Programs 11520 West 119th Street Overland Park, KS 66213
Education	Teacher Education Accreditation Council	TEAC	www.teac.org Teacher Education Accreditation Council One Dupont Circle NW Suite 320 Washington, DC 20036

DEMOGRAPHICS

Students

Throughout its history, the University has sought to provide access to higher education for all those who are willing to put in the effort to earn a degree. The University's student body remains diverse; as an example, 18 percent are African American, compared to a national average of 12 percent. Undergraduate enrollment and graduate enrollment at University of Phoenix are both more ethnically diverse than national averages.

In the following tables, the source for National 2009 Fall Enrollment is Table 1, Institute of Education Services, NCES, Enrollment in Postsecondary Institutions, Fall 2009; Graduation Rates, 2003 & 2006 Cohort:

Diversity: All students

	UOPX 2009 IPEDS Fall Enrollment	UOPX 2010 IPEDS Fall Enrollment	National 2009 Fall Enrollment
White/White non-Hispanic	35.8	36.3	56.4
Black or African American/Black non-Hispanic	18.3	18.4	12.9
Hispanic or Latino/Hispanic	7.5	8.2	11.2
Asian	2.1	1.4	5.8
Native Hawaiian or other Pacific Islander		0.8	
American Indian/Alaskan native	0.8	0.8	0.9
Non-Resident Alien	2.5	2.2	3.3
Two or More Races		0.6	0.4
Race/Ethnicity Unknown	33	31.3	9

Diversity: Undergraduate Students

	UOPX 2009 IPEDS Fall Enrollment	UOPX 2010 IPEDS Fall Enrollment	National 2009 Fall Enrollment
White/White non-Hispanic	36	36.8	56.6
Black or African American/Black non-Hispanic	17.5	17.7	13.3
Hispanic or Latino/Hispanic	7.5	8.4	12.1
Asian	1.8	1.1	5.8
Native Hawaiian or other Pacific Islander		0.7	
American Indian/Alaskan native	0.9	0.8	1
Non-Resident Alien	2	1.9	2.1
Two or More Races		0.7	0.5
Race/Ethnicity Unknown	34.3	31.9	8.6

Diversity: Graduate Students

	UOPX 2009 IPEDS Fall Enrollment	UOPX 2010 IPEDS Fall Enrollment	National 2009 Fall Enrollment
White/White non-Hispanic	34.9	34.1	55.5
Black or African American/Black non-Hispanic	21.6	22	10.4
Hispanic or Latino/Hispanic	7.3	7.4	5.6
Asian	3.3	2.4	5.9
Native Hawaiian or other Pacific Islander		0.7	
American Indian/Alaskan native	0.7	0.7	0.6
Non-Resident Alien	4.8	3.8	10.7
Two or More Races		0.3	0.2
Race/Ethnicity Unknown	27.4	28.6	11.3

Female students make up two thirds of the total enrollment, which is above national averages. Female enrollments at both the undergraduate level and the graduate level are also greater than national averages.

Gender: All Students

	UOPX 2009 IPEDS Fall Enrollment	UOPX 2010 IPEDS Fall Enrollment	National 2009 Fall Enrollment
Female	68.5	68.9	57
Male	31.5	31.1	43

Gender: Undergraduate Students

	UOPX 2009 IPEDS Fall Enrollment	UOPX 2010 IPEDS Fall Enrollment	National 2009 Fall Enrollment
Female	68.5	68.9	56.7
Male	31.5	31.1	43.3

Gender: Graduate Students

	UOPX 2009 IPEDS Fall Enrollment	UOPX 2010 IPEDS Fall Enrollment	National 2009 Fall Enrollment
Female	68.4	69	59
Male	31.6	31	41

Faculty

The ethnic diversity of the faculty at the University is greater than national averages. Both the percentage of Black and Hispanic faculty had notable increases from 2010 to 2011.

The majority of faculty members are women, which is also greater than national averages. The percentage of female faculty increased from 2010 to 2011.

In the following tables, the source for National Fall 2009 is the Digest of Education Statistics, Table 256, Employees in degree granting institutions...Fall 2009.

Diversity: Faculty

	UOPX 2009 IPEDS HR	UOPX 2010 IPEDS HR	National Fall 2009
White/White non-Hispanic	69.1	66.6	74.9
Black or African American/Black non-Hispanic	17.9	18.6	6.6
Hispanic or Latino/Hispanic	4.8	5.6	4
Asian	3.4	3.5	6
Native Hawaiian or other Pacific Islander		0.1	
American Indian/Alaskan native	0.6	0.6	0.5
Non-Resident Alien	1.5	0.1	2.8
Two or More Races		0	0
Race/Ethnicity Unknown	2.7	4.9	5.2

Gender: Faculty

	UOPX 2009 IPEDS HR	UOPX 2010 IPEDS HR	National Fall 2009
Female	53.5	57	47.1
Male	46.5	43	52.9

Student Satisfaction

The University regularly conducts student satisfaction surveys and uses the results to implement change within the organization.

Student End-of-Course Survey

An internal Student End-of-Course Survey (SEOCS) is administered at the end of every course at University of Phoenix. On these surveys, students rate faculty, curriculum, and services positively. The scale was changed this year to allow a Net Promoter Score to be calculated in the future.

Student End-of-Course Surveys (SEOCS)

End-of-Course Survey Scale 0-10 (previously 1-5)*	UOPX AY2011 <i>n</i> = 1,425,835
Recommend UOPX	8.53
Recommend Instructor	8.4
Helpful Instructor Feedback	8.4
Satisfied with Curriculum	8.29
Satisfied with Learning Experience	8.33
Academic Advisor	8.53
Financial Advisor	8.2

* 0 = strongly disagree, 10 = strongly agree

End-of-Program Survey

On an internal End-of-Program Survey (EOP), students rate all services and categories positively.

End-of-Program Survey (EOPS)

End-of-Program Survey Scale 1-5*	UOPX AY2010 <i>n</i> = 24,753	UOPX Sept – Nov, 2011** <i>n</i> = 5,394
Enrollment Counseling	4.29	4.26
Academic Advising	4.2	4.18
Financial Aid Services	3.86	3.87
Quality of Instruction	4.37	4.32
Availability of Faculty	3.75	3.79

* 0 = strongly disagree, 5 = strongly agree

** Due to system issues, data collection was limited to a three-month period. The prior year data covered a twelve-month period.

Alumni Survey

On an internal Alumni Survey, alumni rate their University of Phoenix education positively. Because the Alumni Survey is conducted every other year, 2010 results are being republished.

Alumni Survey

Alumni Survey Scale 1-5*	UOPX AY2010 n=5,978
Would recommend UOPX	4.05
Education met expectations	4.02
UOPX offers high quality education	4.1
UOPX education is useful in career	3.99
UOPX degree comparable to similar degrees from other institutions	3.75

* 0 = strongly disagree, 5 = strongly agree

National Survey of Student Engagement

University of Phoenix also uses an external measure of student satisfaction, the National Survey of Student Engagement (NSSE).

Because University of Phoenix students did not participate this year in the National Survey of Student Engagement,¹⁸ 2010 results are being republished. For the questions that relate to the University's learning goals, seniors rated their satisfaction as greater on nine questions and the same on one question as compared to seniors at master's universities and colleges.

National Survey of Student Engagement (NSSE)

NSEE Questions that relate to UOPX Learning Goals Percentage of seniors who felt their college/university contributed "quite a bit" or "very much" to their knowledge, skills, and personal development in the following areas:	UOPX AY2009 n = 781	Master's Universities and Colleges
Acquiring a broad general education	84%	84%
Acquiring job or work-related knowledge and skills	82%	77%
Developing a personal code of values and ethics	67%	63%
Thinking critically and analytically	91%	88%
Analyzing quantitative problems	82%	75%
Solving complex real-world problems	75%	64%
Writing clearly and effectively	90%	79%
Speaking clearly and effectively	87%	75%
Using computing and information technology	84%	80%
Working effectively with others	89%	81%

Information Literacy

The skills required to become successful in the digital workplace are woven throughout the five Learning Goals required for all University of Phoenix courses and programs: professional competence and values, critical thinking and problem solving, communication, information utilization, and collaboration.

The University has taken steps to ensure that the way students learn emulates the way professionals work. The University Library houses more than 105,000 electronic periodicals as well as e-books of interest. The eBook Collection is made up of 2,000 electronic books. Students and faculty have access to the entire eBook Collection throughout their degree programs. The University Library and eBook Collection are available to users seven days a week from anywhere there is an Internet connection.

In addition to math and writing tutorials, the University also utilizes simulations, virtual laboratories and virtual organizations in courses. Virtual organizations are realistic web-based businesses, schools, health care and government organizations that promote authentic assessment by immersing students into problem-based learning environments. Nursing utilizes simulation laboratory mannequins.

Standardized Assessment of Information Literacy Skills

In an effort to benchmark student achievement in information literacy as compared to students from other institutions, the University uses the Standardized Assessment of Information Literacy Skills (SAILS), originally developed by Kent State University.¹⁵

The SAILS is based on the following Association of College and Research Libraries (ACRL)¹⁹ Information Literacy Competency Standards for Higher Education:

- Standard I: The information literate student determines the nature and extent of the information needed.
- Standard II: The information literate student accesses needed information effectively and efficiently.
- Standard III: The information literate student evaluates information and its sources critically and incorporates selected information into his or her knowledge base and value system.
- Standard V:* The information literate student understands many of the economic, legal, and social issues surrounding the use of information and accesses and uses information ethically and legally.

**ACRL Standard IV is not used in the SAILS assessment.*

On the SAILS, University of Phoenix freshmen are equivalent in seven of the eight areas compared to freshmen at master's universities and colleges. In the eighth area, Evaluating Sources, University of Phoenix freshmen outperform other freshmen at master's universities and colleges.

University of Phoenix seniors are equivalent in all eight areas compared to seniors at master's universities and colleges. University of Phoenix seniors outperform University of Phoenix freshmen in five of the eight areas. Seniors and freshmen performed equivalently in the other three areas.

In the following tables:

- Outperformed = UOPX students had a significantly higher mean score on the skill set compared to their peers in the comparison group.
- Equivalent = the mean scores for UOPX students and their peers in the comparison group were statistically equivalent.
- Underperformed = UOPX students had a significantly lower mean score than their peers in the comparison group.
- Alpha (α) = .05 for all significance tests.
- Std. Error = Standard Error
- Scores range from 0 to 1,000

SAILS: Freshmen

Skill Set	UOPX AY2011 <i>n</i> =327		Master's Universities & Colleges <i>n</i> = 9,965		UOPX Performance vs. Comparison Group
	Mean	Std. Error	Mean	Std. Error	
Developing Research Strategy	492	12	485	2	Equivalent
Selecting Finding Tools	520	16	505	3	Equivalent
Searching	477	14	465	3	Equivalent
Using Finding Tools Features	530	18	528	4	Equivalent
Retrieving Sources	551	19	535	4	Equivalent
Evaluating Sources	503	14	470	3	Outperformed
Documenting Sources	416	19	438	4	Equivalent
Understanding Economic, Legal, Social Issues	445	14	432	3	Equivalent

SAILS: Seniors

Skill Set	UOPX AY2011 <i>n</i> =124		Master's Universities & Colleges <i>n</i> = 2,881		UOPX Performance vs. Comparison Group
	Mean	Std. Error	Mean	Std. Error	
Developing Research Strategy	536	19	525	5	Equivalent
Selecting Finding Tools	548	25	547	6	Equivalent
Searching	525	24	510	5	Equivalent
Using Finding Tools Features	572	28	572	6	Equivalent
Retrieving Sources	601	27	597	7	Equivalent
Evaluating Sources	535	23	512	5	Equivalent
Documenting Sources	478	28	503	6	Equivalent
Understanding Economic, Legal, Social Issues	496	24	480	5	Equivalent

SAILS: Seniors vs. Freshmen

Skill Set	UOPX Freshmen <i>n</i> =327		UOPX Seniors <i>n</i> =124		UOPX Seniors vs. UOPX Freshmen
	Mean	Std. Error	Mean	Std. Error	
Developing Research Strategy	492	12	536	19	Outperformed
Selecting Finding Tools	520	16	548	25	Equivalent
Searching	477	14	525	24	Outperformed
Using Finding Tools Features	530	18	572	28	Equivalent
Retrieving Sources	551	19	601	27	Outperformed
Evaluating Sources	503	14	535	23	Equivalent
Documenting Sources	416	19	478	28	Outperformed
Understanding Economic, Legal, Social Issues	445	14	496	24	Outperformed

Academic Proficiency and Progress

In the last twenty years, the accreditation community has placed significantly greater emphasis on the importance of assessing student learning.

ETS® Proficiency Profile

As a part of its assessment process, University of Phoenix uses the ETS® Proficiency Profile developed by the Educational Testing Service (ETS).²⁰ The tool measures college-level skills in critical thinking, reading, writing, mathematics, humanities, social sciences, and natural sciences for undergraduate students. The assessment provides comparative data for more than 375,000 students nationwide at 380 institutions.

For academic year 2011:

Compared to freshmen at master's universities and colleges:

- University of Phoenix freshmen performed equivalently in Humanities and Social Sciences.
- University of Phoenix freshmen slightly underperformed in Critical Thinking, Reading, Writing, and Natural Sciences. However, the differences between the two groups were slight and of limited practical significance.
- University of Phoenix freshmen moderately underperformed in Mathematics.

Compared to seniors at master's universities and colleges:

- University of Phoenix seniors slightly underperformed in Critical Thinking, Reading, Writing, Mathematics, Social Sciences, and Natural Sciences. However, the differences between the two groups were slight and of limited practical significance.
- University of Phoenix seniors performed equivalently in Humanities.

University seniors slightly outperformed University freshmen in all skill sets.

In the following tables:

- Strongly Outperformed = UOPX had a significantly higher mean score than the comparison group with an absolute effect size of greater than 0.80.
- Moderately Outperformed = UOPX had a significantly higher mean score than the comparison group with an absolute effect size of 0.51-0.80.
- Slightly Outperformed = UOPX had a significantly higher mean score than the comparison group with an absolute effect size of 0.20-0.50.
- Equivalent = there was a non-significant difference between UOPX and the comparison group mean scores or a significant difference with an absolute effect size of less than 0.20.
- Slightly Underperformed = UOPX had a significantly lower mean score than the comparison group with an absolute effect size of 0.20-0.50.
- Moderately Underperformed = UOPX had a significantly lower mean score than the comparison group with an absolute effect size of 0.51-0.80
- Strongly Underperformed = UOPX had a significantly lower mean score than the comparison group with an absolute effect size of greater than 0.80.
- Std. Dev. = Standard Deviation.
- Alpha(a) = .05 for all significance tests.
- Scores range from 100 to 130.

ETS: Freshmen

Skill Set	UOPX AY2011 <i>n</i> = 2,661		Master's Universities and Colleges <i>n</i> = 6,985 (weighted)		UOPX Performance vs. Comparison Group
	Mean	Std. Dev.	Mean	Std. Dev.	
Critical Thinking	108.1	5.1	109.6	5.9	Slightly Underperformed
Reading	113.7	6.9	115.3	6.9	Slightly Underperformed
Writing	110.7	4.8	112.5	5	Slightly Underperformed
Mathematics	108.1	4.4	111.2	5.9	Moderately Underperformed
Humanities	112.5	5.8	112.7	6.2	Equivalent
Social Sciences	110.8	5.7	111.5	5.8	Equivalent
Natural Sciences	111.7	5.7	113.3	5.7	Slightly Underperformed

ETS: Seniors

Skill Set	UOPX AY2011 <i>n</i> =2,984 (weighted)		Master's Universities and Colleges <i>n</i> =34,387 (weighted)		UOPX Performance vs. Comparison Group
	Mean	Std. Dev.	Mean	Std. Dev.	
Critical Thinking	109.6	5.9	112.5	6.5	Slightly Underperformed
Reading	116	7.2	118.6	6.8	Slightly Underperformed
Writing	112.9	5.2	114.5	4.9	Slightly Underperformed
Mathematics	110.4	5.5	113.3	6.2	Slightly Underperformed
Humanities	114.2	6.3	115.4	6.5	Equivalent
Social Sciences	112.4	6.2	114.2	6.2	Slightly Underperformed
Natural Sciences	113.5	6	115.8	5.8	Slightly Underperformed

ETS: Seniors vs. Freshmen

Skill Set	UOPX Freshmen	UOPX Seniors (weighted)	UOPX Seniors vs. UOPX Freshmen
Critical Thinking	108.1	109.6	Slightly Outperformed
Reading	113.7	116	Slightly Outperformed
Writing	110.7	112.9	Slightly Outperformed
Mathematics	108.1	110.4	Slightly Outperformed
Humanities	112.5	114.2	Slightly Outperformed
Social Sciences	110.8	112.4	Slightly Outperformed
Natural Sciences	111.7	113.5	Slightly Outperformed

Graduation Rates

The graduation rate is specified by the National Center for Education Statistics (NCES)²¹ to be calculated for “.students entering the institution as full-time, first-time, degree/certificate-seeking undergraduate students in a particular year (cohort).”

In this report, the “modified graduation rate” is for all enrolled students, including first-time attendees as well as those with prior college experience. This “modified” rate is defined as the percentage of students who completed at least three University of Phoenix credits and went on to be degree-complete. Data are for the number of students entering the University as degree-seeking students in a particular cohort year. Thus, the calculation in this report is a modification and includes more types of students than does the NCES graduation rate calculation.

The modified graduation rates for the University show an increase for the associate and master levels and a decline for the bachelor level. Most of the bachelor-level decline can be attributed to an increase in zero-transfer credit students. There is a high correlation between more transfer credits and higher graduation rates for non-traditional students. University of Phoenix associate modified graduation rate is well above the IPEDS graduation rates for two-year institutions.

University of Phoenix Modified Graduation Rate Table

Program Level	3 year	4 year	6 year	8 year
Revised Associate 2005 cohort*	32%	35%		
Associate 2006 cohort	34%	36%		
Bachelor 2002 cohort			34%	36%
Bachelor 2003 cohort			31%	33%
Graduate 2005 cohort**	55%	63%		
Master 2006 cohort	60%	64%		
Doctorate 2003 cohort			36%	

**In the 2010 Academic Annual Report, the Associate 2005 cohort completion rate was reported as 23% for 3 Years and 24% for >3 Years. Historically, University of Phoenix had a limited number of Associate students. A large number of Associate students transferred from Western International University (WIU) to the University of Phoenix in 2006. The Associate 2005 cohort reported in the 2010 Academic Annual Report included all students that potentially could transfer to University of Phoenix from WIU and those students that enrolled directly as Associate students into University of Phoenix. The Revised Associate 2005 cohort that is being reported is the Associate students that actually did transfer to University of Phoenix from WIU and those students that enrolled directly as Associate students into University of Phoenix.*

***In the 2010 Academic Report, the Graduate 2005 cohort included both Master and Doctorate students. This year, “Graduate” is being broken into separate “Master” and “Doctorate” cohorts.*

In the following table, the source is Table 7, Institute of Educational Services, NCES, Enrollment in Postsecondary Institutions, Fall 2009; Graduation Rates, 2003 & 2006 Cohorts...

Public Title IV Institutions IPEDS Graduation Rates

Program Level	3 year	4 year	6 year	8 year
Associate 2006 cohort	22%			
Bachelor 2003 cohort			56%	
Master	n/a	n/a		
Doctorate			n/a	

University Orientation and First Year Sequence

In November 2010, a free University Orientation workshop was implemented to ensure that students with limited prior college experience better understand the time and effort required to be successful in University programs prior to actually enrolling in the University. University Orientation is three weeks long and delivered in the same format as in existing classes. Students must complete assignments in a manner similar in nature to the way they will be working in class. Of those who start Orientation, approximately 80 percent enroll in University of Phoenix, while approximately 20 percent opt out before incurring any debt. Students who opt out are generally leaving with a positive experience. For students who went through Orientation and then enrolled in the University, first-course completion rates were higher than prior-year levels.

Some of this retention success can be attributed to the First-Year Sequence, which was introduced in February 2010. The First-Year Sequence was designed using a laddering approach to the sequence of courses. Concepts and skills introduced in early classes are reinforced with work in later classes.

Student Salary Increases While Enrolled

Many University of Phoenix students are employed full time while enrolled. Internal research has shown that University of Phoenix students’ average annual salaries for the time they are enrolled in their program of study increase at higher rates than the national average salary increase for the same time period.

In addition to the figures the University has compiled, in June 2011 the Center for College Affordability and Productivity noted the following on their website, “...the typical University of Phoenix alumni earns slightly more than those from the traditional competitive schools at every level of experience throughout their career.”²²

- 1 Partnership for 21st Century Skills (March 2011), *Framework for 21st Century Learning* http://p21.org/documents/1_p21_framework_2-pager.pdf
- 2 “Apple Classrooms of Tomorrow–Today: Learning for the 21st Century.” 2008 <http://ali.apple.com/acot2/>
- 3 Edyburn, Dave. “Failure Is Not an Option.” *Learning & Leading with Technology*. September 2006. pp. 20-23
- 4 Ibid
- 5 “Apple Classrooms of Tomorrow Today” 2008 <http://ali.apple.com/acot2/>
- 6 Redish, Joe. University of Maryland. As cited in “Don’t Lecture Me: Rethinking How College Students Learn.: Hanford, Emily. 2011. <http://mindshift.kqed.org/2011/09/dont-lecture-me-rethinking-how-college-students-learn/>
- 7 Ibid
- 8 Hanford, Emily. “Don’t Lecture Me: Rethinking How College Students Learn. 2011. <http://mindshift.kqed.org/2011/09/dont-lecture-me-rethinking-how-college-students-learn/>
- 9 Birch & Sankey 2008; Sankey & St Hill 2005 as reported by Dawn Birch, Bruce Burnett in “Brining Academics on Board: Encouraging Institution-Wide Diffusion of E-Learning Environments.” *Australasian Journal of Educational Technology* 2009. pp. 117-134
- 10 Jochems, et al., 2004; Sankey & St Hill, 2005; Sweller, 1999 as reported by Dawn Birch, Bruce Burnett in “Brining Academics on Board: Encouraging Institution-Wide Diffusion of E-Learning Environments.” *Australasian Journal of Educational Technology* 2009. pp. 117-134
- 11 Moreno and Mayer, 2007 as reported by Dawn Birch, Bruce Burnett in “Brining Academics on Board: Encouraging Institution-Wide Diffusion of E-Learning Environments.” *Australasian Journal of Educational Technology* 2009. pp. 117-134
- 12 Parry, Marc. “Linked In With: a Writer Who Questions the Wisdom of Teaching With Technology.” *The Chronicle of Higher Education*. July 2010.
- 13 <http://www.ubiq.com/hypertext/weiser/WeiserNewsQuotes.html>
- 14 “Partnership for 21st Century Skills.” March 2011. *Framework for 21st Century Learning*. http://p21.org/documents/1_p21_framework_2-pager.pdf
- 15 The Higher Learning Commission, 230 South LaSalle Street, Suite 7-500, Chicago, Illinois 60604-1413. <http://www.ncahlc.org>
- 16 National Survey of Student Engagement. <http://www.nsse.iub.edu>
- 17 Project SAILS. <https://www.projectsails.org>
- 18 National Survey of Student Engagement. <http://www.nsse.iub.edu>
- 19 Association of College and Research Libraries. <http://www.ala.org/ala/mgrps/divs/acrl/standards/informationliteracycompetency.cfm>
- 20 Educational Testing Service. <http://www.ets.org/about/who>
- 21 National Center for Education Statistics. <http://nces.ed.gov/ipeds>
- 22 The Center for College Affordability and Productivity. Chart of the Week: Alumni Salary at Traditional Colleges vs. U. of Phoenix. Posted on June 8th, 2011. <http://centerforcollegeaffordability.org/archives/2130/>



University of Phoenix

IRN	Official Name (Last, First M)	Degree	Institution Earned	Year Earned
ONLINE	AGENA, DIANE K	DOCTORATE	PURDUE UNIVERSITY	2006
ONLINE	ALBERT, JULINE	DOCTORATE	UNIVERSITY OF NEBRASKA - LINCOLN	2004
ONLINE	ANDREASSEN, AMY	MASTER	TRINITY UNIVERSITY	1997
ONLINE	ANDRINGA, HELEN	MASTER	WESTERN ILLINOIS UNIVERSITY	2004
ONLINE	ASK, ANGELA	MASTER	UNIVERSITY OF NEBRASKA MEDICAL CENTER	2005
ONLINE	AULD, PHILLIP J	MASTER	NORTHERN ILLINOIS UNIVERSITY	1987
ONLINE	BARRETT, RICHARD Q	MASTER	UNIVERSITY OF IOWA	1984
ONLINE	BETTERTON, JOEL S	MASTER	IOWA STATE UNIVERSITY	1998
ONLINE	BINDER, DAVID A	MASTER	UNIVERSITY OF MICHIGAN	1975
ONLINE	BISHOP, JOLAN K	MASTER	YOUNGSTOWN STATE UNIVERSITY	2004
ONLINE	BOUSEMAN, TIMOTHY	MASTER	TRIDENT UNIVERSITY INTERNATIONAL	2006
ONLINE	BRAL, CONNA S	DOCTORATE	UNIVERSITY OF NEBRASKA - LINCOLN	2007
ONLINE	BRATTVET, JAMES R	MASTER	KENNESAW STATE UNIVERSITY	2003
ONLINE	BRICKER, DAWN M	MASTER	CLARKSON COLLEGE	2010
ONLINE	BRUGGEMANN, CHAD C	MASTER	DRAKE UNIVERSITY	2001
ONLINE	BURFORD, DAWN	DOCTORATE	SOUTHERN ILLINOIS UNIVERSITY CARBONDALE	2002
ONLINE	CHRISTENSEN, JAY	MASTER	DES MOINES UNIVERSITY - OSTEOPATHIC MEDICAL CENTER	2001
ONLINE	DILLON, JOSEPH M	MASTER	UNIVERSITY OF PHOENIX	2006
ONLINE	DUHN, SAMANTHA	MASTER	NORTHCENTRAL UNIVERSITY	2009
ONLINE	FITZ-RANDOLPH, MEGGE H	MASTER	WARREN WILSON COLLEGE	1993
ONLINE	FLANAGAN, SHAWN W	DOCTORATE	UNIVERSITY OF IOWA	1996
ONLINE	FLEMING, JOLEEN M	MASTER	UNIVERSITY OF PHOENIX	2001
ONLINE	FRAD, CORINNE L	MASTER	UPPER IOWA UNIVERSITY	2005
ONLINE	FULLER, SHERI L	MASTER	UNIVERSITY OF PHOENIX	2004
ONLINE	GAUTHIER, MIRANDA C	MASTER	ILLINOIS INSTITUTE OF TECHNOLOGY	2009
ONLINE	GILLESPIE, JENNA M	MASTER	AZUSA PACIFIC UNIVERSITY	2006
ONLINE	GOINGS, CHAD A	MASTER	UNIVERSITY OF ARKANSAS AT FAYETTEVILLE	2002

IRN	Official Name (Last, First M)	Degree	Institution Earned	Year Earned
ONLINE	GRIMM, JESSICA M	MASTER	GRACELAND UNIVERSITY	2005
ONLINE	GRONEWOLD, INEZ L	MASTER	UNIVERSITY OF PHOENIX	2002
ONLINE	GRUBERT, ERICH P	MASTER	CARDINAL STRITCH UNIVERSITY	2003
ONLINE	HALL, KRISTYN L	MASTER	UNIVERSITY OF PHOENIX	2004
ONLINE	HARRIS, J. PHILLIP P	DOCTORATE	UNIVERSITY OF PHOENIX	2011
ONLINE	HAWF, CASSIDY J	MASTER	CAPELLA UNIVERSITY	2006
ONLINE	HELBLING, CHRISTINE M	MASTER	CREIGHTON UNIVERSITY	1992
ONLINE	HILTON, TOD M	DOCTORATE	UNIVERSITY OF PHOENIX	2010
ONLINE	HOEY, REBECCA	DOCTORATE	UNIVERSITY OF SOUTH DAKOTA	2012
ONLINE	HOGAN, MARIAN	MASTER	UNIVERSITY OF IOWA	1997
ONLINE	HUTCHINSON, TERESA L	MASTER	SAINT AMBROSE UNIVERSITY	2003
ONLINE	JANNUSCH, DANIELLE	DOCTORATE	UNIVERSITY OF IOWA	2008
ONLINE	JOHNSON, ERIC D	MASTER	UNIVERSITY OF IOWA	2008
ONLINE	JULIUS, ALISSA	MASTER	GRAND CANYON UNIVERSITY	2008
ONLINE	KAPLER, MARY F	MASTER	UNIVERSITY OF PHOENIX	2005
ONLINE	KEDLEY-BERGMANN, KATE E	MASTER	NORTHERN ARIZONA UNIVERSITY	2005
ONLINE	KEELING, JOYCE	MASTER	UNIVERSITY OF NORTHERN IOWA	1996
ONLINE	KERSEY, VICTOR	DOCTORATE	CAPELLA UNIVERSITY	2006
ONLINE	KLINGFUS, MICHELLE	MASTER	UNIVERSITY OF NORTHERN IOWA	2007
ONLINE	KLUBEK, JILL	MASTER	SOUTHERN ILLINOIS UNIVERSITY CARBONDALE	1998
ONLINE	KRAMER, PAUL A	MASTER	MARQUETTE UNIVERSITY	2000
ONLINE	LASHIER, ANNE K	MASTER	MINNESOTA STATE UNIVERSITY, MANKATO	1985
ONLINE	LIESSMANN, CHRISTINA L	DOCTORATE	UNIVERSITY OF NEVADA - RENO	2007
ONLINE	LIPPERT, AMY L	MASTER	UNIVERSITY OF PHOENIX	2007
ONLINE	LIVELY, MICHELE G	MASTER	UNIVERSITY OF PHOENIX	1997
ONLINE	MAHRT, AMBER	MASTER	CLARKSON COLLEGE	2010
ONLINE	MANLEY, SHARI	MASTER	UNIVERSITY OF NORTHERN IOWA	2000
ONLINE	MANOCK, JULIANNE K	MASTER	DRAKE UNIVERSITY	1999
ONLINE	MC LEAN, TAMI L	MASTER	UNIVERSITY OF NORTHERN IOWA	2002
ONLINE	MC NEIL, LEESA A	MASTER	UNIVERSITY OF DENVER	1981

IRN	Official Name (Last, First M)	Degree	Institution Earned	Year Earned
ONLINE	MCQUERRY, TIFFANY R	MASTER	UNIVERSITY OF NORTHERN IOWA	2005
ONLINE	MOSS, ALLISHA L	MASTER	IOWA STATE UNIVERSITY	2005
ONLINE	MYERS, CHRISTOPHER	DOCTORATE	UNIVERSITY OF IOWA	2009
ONLINE	NESS, CARL	MASTER	NORWICH UNIVERSITY	2006
ONLINE	NOSBISCH, MATTHEW M	MASTER	UNIVERSITY OF PHOENIX	2005
ONLINE	NOVAK, DAWN	MASTER	UPPER IOWA UNIVERSITY	2009
ONLINE	OVERTURF, HOLLY A	MASTER	UNIVERSITY OF NORTHERN IOWA	2009
ONLINE	OWEN, MARTHA L	MASTER	DES MOINES UNIVERSITY - OSTEOPATHIC MEDICAL CENTER	1996
ONLINE	PATEL, HINA S	DOCTORATE	IOWA STATE UNIVERSITY	2004
ONLINE	RAHMAN, AKM	MASTER	UNIVERSITY OF IOWA	2010
ONLINE	RAWSON, RITA L	MASTER	UNIVERSITY OF IOWA	1998
ONLINE	RICHIE, AMY	MASTER	CAPELLA UNIVERSITY	2007
ONLINE	ROMAGNOLI, STEPHANIE	MASTER	UNIVERSITY OF PHOENIX	2004
ONLINE	SANCHEZ PORTILLO, IVAN	MASTER	SOUTHERN ILLINOIS UNIVERSITY CARBONDALE	2009
ONLINE	SCHULTE, MONA R	MASTER	MORNINGSIDE COLLEGE	1994
ONLINE	SHIPLEY, LUCINDA	MASTER	A. T. STILL UNIVERSITY OF HEALTH SCIENCES	2009
ONLINE	SHREVE, SARA	MASTER	UNIVERSITY OF IOWA	2010
ONLINE	SIPMA, TRACY J	MASTER	UPPER IOWA UNIVERSITY	2010
ONLINE	SITZMANN, BETH I	MASTER	UNIVERSITY OF PHOENIX	2000
ONLINE	SMITH, STEVEN L	MASTER	UNIVERSITY OF PHOENIX	2003
ONLINE	SOEDT, RYAN D	MASTER	SAINT AMBROSE UNIVERSITY	2004
ONLINE	STINES, ELIJAH J	DOCTORATE	IOWA STATE UNIVERSITY	2012
ONLINE	STOCK, KAREN	MASTER	IOWA STATE UNIVERSITY	1995
ONLINE	STROBEL, CATHERINE	MASTER	OHIO UNIVERSITY	2000
ONLINE	THEISEN, LOIS	MASTER	LOYOLA UNIVERSITY CHICAGO	1972
ONLINE	THOMAS, GREGORY A	DOCTORATE	IOWA STATE UNIVERSITY	2000
ONLINE	THRONE, ROBIN L	DOCTORATE	UNION INSTITUTE AND UNIVERSITY	2000
ONLINE	TRAN, SANH	MASTER	UNIVERSITY OF IOWA	2006
ONLINE	TRIPP, CAROL M	MASTER	AZUSA PACIFIC UNIVERSITY	1990
ONLINE	UHL, STEVEN L	MASTER	UNIVERSITY OF SOUTH DAKOTA	1979

IRN	Official Name (Last, First M)	Degree	Institution Earned	Year Earned
ONLINE	VAN WILLIGEN, CARLIE D	MASTER	SAINT AMBROSE UNIVERSITY	1992
ONLINE	WEETS, TERA L	MASTER	UNIVERSITY OF PHOENIX	2007
ONLINE	WELLS, ROD C	MASTER	UNIVERSITY OF IOWA	1997
ONLINE	WILL, FREDERIC	DOCTORATE	YALE UNIVERSITY	1954
ONLINE	WISE, REBECCA A	MASTER	DRAKE UNIVERSITY	2010
ONLINE	WISER, ZACHARY	MASTER	IOWA STATE UNIVERSITY	2005
ONLINE	WOJTECKI, JOHN A	MASTER	DRAKE UNIVERSITY	1999
ONLINE	YOUNGS, DARIN	MASTER	NORTH PARK UNIVERSITY	1996
ONLINE	ZIMMERMAN, EVEMARIE	MASTER	DRAKE UNIVERSITY	1995
ONLINE	ZUBROD, CATHERINE M	MASTER	UNIVERSITY OF NORTHERN IOWA	2007

Personal Information

DIANE AGENA
2541 Wright Ave
Dows, IA 50071 US
IRN: 9027814831

kateagena@gmail.com
Home: (408) 823-4785

Work History

FROM: 05/2005 TO: Present
IBM, DTX
555 Bailey Ave
San Jose, CA 95141 US

Title: Information Developer
agena@us.ibm.com
Work: (408) 463-2885 Ext.

Supervisor: Michelle Weston, Manager

Supervisor Phone: (408) 463-4885 Ext.

Principal Responsibilities: - Write/edit/publish deliverables as Information Developer for two software products using XML-based Darwin Information Typing Architecture (DITA) and Epic Editor - Track the release of information deliverables for approximately 90 software products - Serve as Project Manager/Team Lead for eight software products, including products developed by business partners and internationally located teams - Organize corporate-wide educational sessions for user technology audience - Serve as education coordinator for Information Management User Technology organization

FROM: 08/1999 TO: 05/2005
Purdue University, English
Department of English
West Lafayette, IN 47907 US

Title: Graduate Instructor

Supervisor:

Principal Responsibilities: - Planned and taught undergraduate and graduate composition and business/technical communication classes

Educational History

08/2006 PhD Rhetoric and Composition
Purdue University
West Lafayette, IN US

Award Type: Doctorate
College/Department: English

05/2001 M.A. Rhetoric and Composition
Purdue University
West Lafayette, IN US

Award Type: Master's
College/Department: English

08/1999 BA Humanities
Waldorf College
Forest City, IA US

Award Type: Baccalaureate
College/Department: Humanities

Instructional Experience

FROM: 08/2001 TO: 12/2001

Vincennes University / Ivy Tech State College
Courses: HUM 111 - Introductory Composition

Lafayette, IN, US

FROM: 08/1999 TO: 05/2005

Purdue University

West Lafayette, IN, US

Courses: ENGL 505M - Practicum in the Teaching of Writing ENGL 002 - Written Communication for ESL Graduate Students ENGL 424 - Writing for the Computer Industry ENGL 396M - Multimedia Writing ENGL 203 - Introduction to Research in Professional Writing ENGL 421 - Technical Writing ENGL 420 - Business Writing ENGL 103C - Accelerated First-Year Composition ENGL 102 - Academic Research and Writing ENGL 101 - Introductory Composition

FROM: 01/1999 TO: 05/1999

Waldorf College

Forest City, IA, US

Courses: HUM 111 - Ways of Knowing

Scholarships

Scholarship Type: Scholarship of Application

Published Material: Published Materials

**Date Presented /
Published:** 2/2007

Title: A Case of Exhaustive Documentation: Re-centering System-oriented Organizations Around User Need

**Journal / Event
Name:** Technical Communication

Type: Peer Review of Journal Article

Role: Co-Author / Presentor

**Was this project
peer reviewed?** Yes

**Was this project
funded?** No

**Provide internet
reference:** <http://www.ingentaconnect.com/content/stc/tc/2007/>

**Did you want this
to be considered
for an honorarium?** No

Other Professional and Community Service Activities

References

First Name: Margaret
Employer Name: Purdue University
Department: English
Email address : msmorris@purdue.edu

Last Name: Morris
Title: Graduate Instructor
Phone #: (765) 418-5860

First Name: Morgan
Employer Name: IBM
Department: Information Management

Last Name: Sousa
Title: Information Development Coop
Phone #: (508) 208-9544

Email address : morgansousa515@yahoo.com

First Name:	Carlann	Last Name:	Scholl
Employer Name:	Utica College	Title:	Asst. Professor
Department:	English	Phone #:	(315) 223-2542
Email address :	cfox@utica.edu		

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group?	Yes
Have you ever had a professional license revoked?	No
Have you ever been convicted of a felony?	No
Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds?	No
Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency?	No
I understand and agree to all conditions listed in the online application form:	Yes
-- Acknowledged On:	9/30/2011 9:33:20 AM

Personal Information

JULINE ALBERT
 3916 Kateri Ct
 Sioux City, IA 51106
 IRN: 9022652709

albertj@witcc.edu
 Home: (712) 2747240

Work History

FROM: 06/2006 TO: Present Title: Dean of Students
 Western Iowa Tech Community College, Student Services albertj@witcc.edu
 4647 Stone Ave Work: (712) 274-8733 Ext.1488
 Sioux City, IA 51106 US Fax: (712) 274-6412
 Supervisor: Terry Murrell, Vice President Supervisor Phone: (712) 274-8733 Ext.1217
 Principal Responsibilities: Oversee all areas relating to student service including housing, discipline, graduation, activities, advising, admissions, registration, library, tutoring, TRIO grants, testing and placement, disabilities services, Adult Basic Ed/GED, ESL, counseling. Act as a student advocate.

FROM: 01/2006 TO: Present Title: Instructor
 Bellevue University, Masters in Leadership/BA in Business
 1000 Galvin Road South Work: (800) 756-7920 Ext.
 Bellevue, NE 68005 US
 Supervisor:
 Principal Responsibilities: Teach adjunct classes in both the undergrad capstone Kirkpatrick Signature Series and the Masters in Leadership Program.

FROM: 06/2002 TO: 06/2006 Title: Associate Dean of Students
 Western Iowa Tech Community College, Student Services albertj@witcc.edu
 4647 Stone Ave Work: (712) 274-8733 Ext.1488
 Sioux City, IA 51106 US Fax: (712) 274-6412
 Supervisor: Carolyn Rants, Dean of Students Supervisor Phone: (712) 274-6400 Ext.
 Principal Responsibilities: Supervise academic services to help ensure student success. Act as student advocate

Educational History

08/2004 Higher Ed Curriculum and Instruction Award Type: Doctorate
 University Nebraska Lincoln College/Department: Education
 Lincoln, NE US

08/1994 English Award Type: Master's
 University South Dakota College/Department: English
 Vermillion, SD US

05/1992 English/Political Science Award Type: Baccalaureate
 Morningside College College/Department: English/History
 Sioux City, IA US

Instructional Experience

FROM: 09/2006 TO: 01/2008

Bellevue University

Bellevue, NE, US

Courses: Leadership Theory and Practice, Leadership Project (thesis), Qualitative and Quantitative Research Methods, Team and Group Dynamics, Ethical Leadership

FROM: 07/1996 TO: 07/1999

Little Priest Tribal College

Winnebago, NE, US

Courses: Composition I, Composition II, Business Writing, Creative Writing, Developmental Writing, Literature of American Indians, Introduction to Literature

FROM: 08/1994 TO: Present

Western Iowa Tech Community College

Sioux City, IA, US

Courses: ESL Listening and Speaking, ESL Reading, Speech, Becoming a Master Student, The College Experience, Studies in Shakespeare

FROM: 08/1992 TO: 05/1996

University South Dakota

Vermillion, SD, US

Courses: Composition I, Advanced Composition, Advanced Composition with Computers, Creative Writing, Business Writing, Introduction to Literature

Scholarships

Other Professional and Community Service Activities

References

First Name:	Michael	Last Name:	LaCroix
Employer Name:	Bellevue University	Title:	Satellite Operations Manager
Department:	College of Professional Studies	Phone #:	(712) 274-8043
Email address :	mike.lacroix@bellevue.edu		

First Name:	Carolyn	Last Name:	Rants
Employer Name:	Retired	Title:	Dean of Students
Department:	Student Services	Phone #:	(712) 259-4366
Email address :	carolyn@rants.net		

First Name:	Ralph	Last Name:	Swain
Employer Name:	Western Iowa Tech Community College	Title:	Chair, Division LA and Humanities
Department:	Academics	Phone #:	(712) 274-6400
Email address :	swainr@witcc.edu		

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group?	Yes
Have you ever had a professional license revoked?	No
Have you ever been convicted of a felony?	No
Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds?	No
Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency?	No
I understand and agree to all conditions listed in the online application form:	Yes
-- Acknowledged On:	4/9/2010 6:40:00 PM

Personal Information

AMY ANDREASSEN
26990 105TH ST.
NORTH ENGLISH, IA 52316 US
IRN: 100473356

aandreassen@email.phoenix.edu
Home: (319) 664-3610

Work History

FROM: 08/1999 TO: Present Title: Principal
English Valleys Schools, Elementary aandreassen@english-valleys.k12.ia.us
211 S. College Work: (319) 664-3638 Ext.
North English, IA 52316 US Fax: (319) 664-3636
Supervisor: Alan J. Jensen, Superintendent Supervisor Phone: (319) 664-3634 Ext.
Principal Responsibilities: supervise and evaluate staff; student issues; parental involvement; curriculum development

FROM: 08/1993 TO: 05/1999 Title: Teacher
Northside Independent School District, Elementary
5700 Evers Road
San Antonio, TX 78228 US
Supervisor:
Principal Responsibilities: Teacher: Kindergarten, First Grade, Fourth Grade

Educational History

05/1997 Educational Administration Award Type: Master's
Trinity University College/Department: Education
San Antonio, TX US Expiration: 12/2014

12/2009 Professional Administrator License Award Type: Licenses/Certifications
Iowa Board of Educational Examiners College/Department: Administration
Des Moines, IA US Expiration: 12/2014

12/2009 Master Educator License Award Type: Licenses/Certifications
Iowa Board of Educational Examiners College/Department: PK-K; K-6
Des Moines, IA US Expiration: 12/2014

Instructional Experience

FROM: 03/2004 TO: Present
University of Phoenix Online, NA, US
Courses: Diverse Classroom Intro to Early Childhood

Scholarships

Other Professional and Community Service Activities

References

First Name:	Alan	Last Name:	Jensen
Employer Name:	English Valleys Schools	Title:	Superintendent
Department:	Administration	Phone #:	(319) 664-3638
Email address :	ajensen@english-valleys.k12.ia.us		

First Name:	Garrick	Last Name:	Teckenburg
Employer Name:	English Valleys Schools	Title:	Principal
Department:	High School	Phone #:	(319) 664-3638
Email address :	gteckenburg@english-valleys.k12.ia.us		

First Name:	Carolyn	Last Name:	Elwood
Employer Name:	English Valleys Schools	Title:	Counselor
Department:	Elementary	Phone #:	(319) 664-3638
Email address :	celwood@english-valleys.k12.ia.us		

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group? Yes

Have you ever had a professional license revoked? No

Have you ever been convicted of a felony? No

Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds? No

Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency? No

I understand and agree to all conditions listed in the online application form: Yes

-- Acknowledged On:

9/25/2009 7:57:25 PM

Personal Information

HELEN ANDRINGA
 4145 Harts Mill Road
 Clinton, IA 52732
 IRN: 9023391817

helenandringa@gmail.com
 Home: (563) 2498906

Work History

FROM: 08/1999 TO: Present
 Unity Christian School, Student Support Services
 711 10th Street
 Fulton, IL 61252 US
 Supervisor: Mr. Dick Ritzema, School Superintendent

Title: Resource Room Teacher
helenandringa@gmail.com
 Work: (815) 589-4196 Ext.
 Fax: (815) 589-4430
 Supervisor Phone: (815) 589-3912 Ext.

Principal Responsibilities: I was hired by Unity to establish a Resource Room in our kindergarten through sixth grade facility, which serves students from widely diverse socioeconomic and ethnic backgrounds. Before I was hired, no academic support was available in the school. When students are struggling with academics in the regular classroom, the teacher refers them to me. I review their work and test them to determine how to support them. The teacher and I design a program that may include accommodations and adaptations in the classroom and/or time out of the classroom to work with me one-on-one or in a small group. The teacher and I evaluate the students' progress frequently, as needs change. I provide support in reading, math, and study skills. When new students apply to our school, I review their records. If an applicant has received academic support services in the past or has an IEP, I meet with the student and his/her parents to determine the level of support needed for the student to be successful academically. I also assist parents in obtaining services outside of school when needed. I help them seek out and contact agencies that provide speech and language therapy, testing for learning disabilities and attention disorders, or other services they may be seeking. Because of financial cutbacks, library services were reduced in our school last year, so I applied for and received a grant to update our school library. I volunteered my time throughout the summer to switch our entire library over to an electronic checkout system.

FROM: 08/1995 TO: 07/1998
 Redeemer Christian School, Foreign Languages
 719 North Stapley Drive
 Mesa, AZ 85203 US
 Supervisor: Del Groen, Superintendent

Title: Latin Teacher
 Work: (480) 962-5003 Ext.

Principal Responsibilities: I taught beginning Latin to third through sixth graders, as a basis to better understanding the English language.

FROM: 08/1991 TO: 08/1995
 Redeemer Christian School, Elementary School
 719 North Stapley
 Mesa, AZ 85203 US
 Supervisor: Del Groen, Superintendent

Title: Kindergarten Teacher
 Work: (480) 962-5003 Ext.

Principal Responsibilities: I taught a morning and an afternoon kindergarten class.

FROM: 08/1979 TO: 06/1983
 Denver Christian Schools, Elementary School
 4200 East Warren Avenue
 Denver, CO 80222 US
 Supervisor: Ray Vander Molen, Principal

Title: Kindergarten Teacher
 Work: (303) 757-8501 Ext.
 Fax: (303) 753-6028

Principal Responsibilities: I taught a morning and an afternoon kindergarten class.

Educational History

05/2004 Master's of Science in Elementary Education,
Majoring in Reading
Western Illinois University
Macomb, IL US

Award Type: Master's
College/Department: Elementary Education

05/1979 Bachelor of Arts in Elementary Education,
Emphasis in Special Education
Dordt College
Sioux Center, IA US

Award Type: Baccalaureate
College/Department: Education

02/2008 Structured English Immersion Endorsement, K-12
State of Arizona
Phoenix, AZ US

Award Type: Licenses/Certifications
College/Department: Education
Expiration: 02/2011

02/2008 Arizona Department of Education Certificate,
Standard Elementary Education, K-8
State of Arizona
Phoenix, AZ US

Award Type: Licenses/Certifications
College/Department: Education
Expiration: 03/2014

02/2008 Reading Specialist K-12
State of Arizona
Phoenix, AK US

Award Type: Licenses/Certifications
College/Department: Education
Expiration: 03/2014

Instructional Experience

Scholarships

Other Professional and Community Service Activities

Activity Type: Community
Organization Name: Department of Human Services
Activity Description: Court Appointed Special Advocate
Involvement: Volunteer
Date Conducted: 12/2008

References

First Name: Dick
Employer Name: Unity Christian School
Department:

Last Name: Ritzema
Title: Superintendent
Phone #: (815) 589-3912

Email address : dritzema@mchsi.com

First Name:	Christopher	Last Name:	Pluister
Employer Name:	Unity Christian School	Title:	Teacher
Department:	Academic Support Center	Phone #:	(815) 589-3912
Email address :	cpluister@yahoo.com		

First Name:	Noreen	Last Name:	Hoffmann
Employer Name:	Unity Christian School	Title:	Teacher
Department:	Elementary School	Phone #:	(815) 589-4196
Email address :	nghoffmann@yahoo.com		

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group?	Yes
Have you ever had a professional license revoked?	No
Have you ever been convicted of a felony?	No
Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds?	No
Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency?	No
I understand and agree to all conditions listed in the online application form:	Yes
-- Acknowledged On:	7/2/2010 8:57:01 AM

Personal Information

ANGELA ASK
 22896 Road L-34
 Underwood, IA 51576
 IRN: 9030750876

angelaask@gmail.com
 Home: (402) 9172596

Work History

FROM: 03/2011 TO: Present
 ITT Tech, General Education
 9814 M Street
 Omaha, NE 68127 US

Title: Adjunct Instructor
aask@itt-tech.edu

Supervisor: Laura Cruse, Associate Dean of General Stud Supervisor Phone: (402) 452-3557 Ext.

Principal Responsibilities: Provide education for nursing candidates in Microbiology including lecture and lab. Provide education for nursing candidates in Survey of Sciences including lecture, lab, and virtual lab. Report and refer student questions and concerns to the appropriate personal Attend and participate in faculty meetings and continuing education Maintain timely communication with students Complete accurate reports of students' grades with written feedback

FROM: 10/2009 TO: Present
 Axia College
 4615 East Elwood Street
 Phoenix, AZ 85040 US

Title: Adjunct Faculty
angelaask@email.phoenix.edu
 Work: (402) 917-2596 Ext.

Supervisor:

Principal Responsibilities: Provide online education for Associate Degree candidates in Health Care (HCA 210) and Health/Wellness (SCI 162 and SCI 164) Report and refer student questions and concerns to the appropriate personal Attend and participate in faculty meetings and continuing education Maintain timely communication with students via email Complete accurate reports of students' grades with written feedback

FROM: 08/2007 TO: Present
 Kaplan University Online, School of Health Sciences
 550 West Van Buren Street
 Chicago, IL 60607 US

Title: Adjunct Professor
aask@kaplan.edu
 Work: (402) 917-2596 Ext.

Supervisor: Cara Wallace, Chair for Health Sciences Supervisor Phone: (904) 673-3188 Ext.

Principal Responsibilities: Provide online education for Associate Degree candidates by teaching Medical Law and Bioethics Provide online education for Associate Degree candidates by teaching Anatomy and Physiology II Report and refer student questions and concerns to the appropriate personal Attend and participate in faculty meetings and continuing education Maintain timely communication with students via email Complete accurate reports of students' grades with written feedback Facilitate weekly synchronous seminars

FROM: 09/2006 TO: 07/2011
 University of Nebraska Medical Center, Clinical Perfusion Education
 984144 Nebraska Medical Center
 Omaha, NE 68198-4144 US

Title: Adjunct Assistant Professor
aask@unmc.edu
 Work: (402) 559-7227 Ext.
 Fax: (402) 559-6455
 Supervisor Phone: (740) 726-2956 Ext.

Principal Responsibilities: Provide online education for Perfusion Master's Degree candidate students on a variety of science, research, ethics, and wet lab. Communicate with students regarding expectations in for class assignments and laboratory experiences Develop and implement three online meetings in continuing education for practicing Perfusionists to maintain their certification. Used a variety of online resources including Blackboard and Gotomeeting.com. Interview potential Master's Degree students and make recommendations to the program director, relating to the top candidates

Lead the Masters Degree Completion Program Governing Committee Participated in Perfusion School Admissions Committee, Perfusion School Advisory Committee, Perfusion School Competency Committee, Perfusion School Curriculum Committee

FROM: 08/2002 TO: 08/2006

Title: Certified Clinical Perfusionist/Volunteer Adjunct Professor

The Nebraska Medical Center, Clinical Perfusion
42nd and Dewey
Omaha, NE 68198 US

Supervisor: Mark Moreno, Chief Perfusionist

Supervisor Phone: (402) 552-2000 Ext.

Principal Responsibilities: Provide clinical and didactic instruction for students at the University of Nebraska Medical Center School of Clinical Perfusion Education Volunteer Adjunct Professor for the Clinical Perfusion Program, School of Allied Health, University of Nebraska Medical Center. Lecture to Perfusion Master's candidate students on a variety of physiology, chemistry and cell biology which emphasize relevance in Perfusion Participated in the Clinical Perfusion Advisory Board and Perfusion School Admissions Committee Assist with student's clinical research for Master's Thesis Provide hands-on clinical instruction for Junior and Senior Masters Students

FROM: 10/1995 TO: 08/2002

Title: Certified Cardiac Perfusionist

Salyer Perfusion, Contract Perfusion Company
1817 Beltway Dr.
St. Louis, MO 63114 US

Work: (314) 423-6511 Ext.

Fax: (314) 423-0797

Supervisor: Nancee Salyer, Owner/Certified Clinical Perfu

Supervisor Phone: (314) 423-6511 Ext.

Principal Responsibilities: Contract Perfusionist for nine surgeons at six hospitals Perform full adult heart-lung bypass, intra-aortic balloon pump and autotransfusion Hospital team leader-inventory control, quality control collection, equipment Participate in clinical trials involving heparin and cardioplegia management on cardio-pulmonary bypass

Educational History

12/2005 Science

Award Type: Master's

University of Nebraska Medical Center
Omaha, NE US

College/Department: Perfusion

08/1993 Biology

Award Type: Baccalaureate

University of Iowa
Iowa City, IA US

College/Department: Biology

03/2010 Engaged Learning in the Classroom Certificate

Award Type: Professional Training

University of Phoenix
Phoenix, AZ US

College/Department: Online Workshops

04/2010 Anatomy Physiology Certificate

Award Type: Professional Training

University of Phoenix
Phoenix, AZ US

College/Department: Online Workshops

04/2010 Entry Level Facilitation Workshop Certificate

Award Type: Professional Training

University of Phoenix
Phoenix, AZ US

College/Department: Online Workshops

04/2010 General Faculty Meeting Certificate

Award Type: Professional Training

University of Phoenix
Phoenix, AZ US

College/Department: Online Workshops

09/2010 Difficult Student Certificate University of Phoenix Phoenix, AZ US	Award Type: Professional Training College/Department: Online Workshops
10/2010 General Faculty Meeting Certification University of Phoenix Phoenix, AZ US	Award Type: Professional Training College/Department: Online Workshops
02/2010 Certificate Confidentiality in the Healthcare University of Phoenix Phoenix, AZ US	Award Type: Professional Training College/Department: Online Workshops Expiration: NA
02/2010 Coaching for Student Success University of Phoenix Phoenix, AR US	Award Type: Professional Training College/Department: Online Workshop
02/2010 Prior Learning Assessment Certification Kaplan University Miami, FL US	Award Type: Professional Training College/Department: Center for Teaching and Learning
12/2010 Continued education Information Technology Kaplan University Miami, FL US	Award Type: Professional Training College/Department: Information Technology
08/2009 Faculty Certification-Axia Colleg Materials University of Phoenix Phoenix, AZ US	Award Type: Professional Training College/Department: Online Workshops Expiration: NA
01/2010 Introduction to First Year Sequence Certificate University of Phoenix Phoenix, AZ US	Award Type: Professional Training College/Department: Online Workshops Expiration: NA
02/2010 Axia Content Area Meeting Certificate University of Phoenix Phoenix, AZ US	Award Type: Professional Training College/Department: Online Workshops Expiration: NA

Instructional Experience

FROM: 09/2009 TO: Present

Axia College

Phoenix, AZ, US

Courses: SCI-162 FYS Health and Wellness SCI-164 Health and Wellness HCA-210 Introduction to Health Care

FROM: 07/2007 TO: Present

Kaplan University

Chicago, IL, US

Courses: HS101 Medical Law and Bioethics HS130 Anatomy and Physiology II Prior Learning Assessment Evaluator

FROM: 01/2007 TO: 07/2011

University of Nebraska Medical Center

Omaha, NE, US

Courses: Extracorporeal Technology Continuing Education for Perfusionist Perioperative Blood Management

FROM: 09/2006 TO: 07/2011

University of Nebraska Medical Center

Omaha, NE, US

Courses: CLPR 520 Thesis Development I CLPR 795 Medical Ethics CLPR 502 Intro to Perfusion Technology CLPR 515 Perfusion Concepts II

FROM: 08/2002 TO: 08/2006

University of Nebraska Medical Center

Omaha, NE, US

Courses: Biochemistry Physiology Cell Biology Adult Perfusion

Scholarships

Scholarship Type: Scholarship of Application

Published Material: Published Materials **Date Presented / Summer/2006 Published:**

Title: In Vivo Comparison Study of FDA-Approved Surface-Modifying Additives and Poly-2-Methoxyethylacrylate

Journal / Event Name: Journal of Extracorporeal Technology

Type: Professional Journal Article

Role: Primary

Was this project peer reviewed? Yes

Was this project funded? Yes

Did you want this to be considered for an honorarium? No

Scholarship Type: Scholarship of Integration

Presentation: Presentation **Date Presented / 7/2007 Published:**

Title: Perioperative Blood Management: Online Educational Opportunity for Autotransfusionists

Journal / Event Name: Society for the Advancement of Blood Management

Type: Professional Conference Presentation

Role: Primary

Was this project peer reviewed? Yes

Was this project funded? Yes

Did you want this to be considered for an honorarium? No

Other Professional and Community Service Activities

References

First Name:	David	Last Name:	Holt
Employer Name:	University of Nebraska Medical Center	Title:	Program Director
Department:	Clinical Perfusion Education	Phone #:	(740) 726-2956
Email address :	dwholt@gmail.com		

First Name:	Mark	Last Name:	Criss
Employer Name:	Kaplan	Title:	Chair
Department:	School of Health Sciences	Phone #:	(800) 318-8964 EXT: 89642
Email address :	mcriss@kaplan.edu		

First Name:	Laura	Last Name:	Cruse
Employer Name:	ITT	Title:	Associate Dean of General Studies
Department:	General Education	Phone #:	(402) 452-3557
Email address :	LCruse@itt-tech.edu		

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group?	Yes
Have you ever had a professional license revoked?	No
Have you ever been convicted of a felony?	No
Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds?	No
Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency?	No
I understand and agree to all conditions listed in the online application form:	Yes
— Acknowledged On:	10/4/2011 5:59:07 PM

Personal Information

PHILLIP AULD
POB 298
Walker, IA 52351 US
IRN: 100402515

auldinnc@yahoo.com
Home: (319) 448-4518

Work History

FROM: 04/2008 TO: Present

Dy-tronix Inc
1221 Park Place NE
Cedar Rapids, IA 52402 US
Supervisor: Martin Whitehead, President

Title: Sales Engineer

phil@dy-tronix.com

Work: (319) 213-4190 Ext.

Principal Responsibilities: Manufacturer's Rep for Cherry Electronics, Atmel, Souriau, Carling, Allegro, etc. Call on customers for design consideration of principal products, work on marketing strategies, pricing requests, and special projects.

FROM: 10/2006 TO: 11/2007

Valve & Controls, Inc, Sales & Marketing
200 Pittman Street
Orlando, FL 32801 US
Supervisor: Mike Gore, Vice President

Title: Sales Engineer

pauld@valveandcontrols.com

Work: (407) 230-9779 Ext.

Fax: (407) 230-9991

Supervisor Phone: (407) 555-1212 Ext.

Principal Responsibilities: Sales responsibility for instrumentation in the Central Florida region calling on Industrial markets, Water and Waste Water facilities, and Power Plants. Also developed marketing activities of promotion and advertising, mailings, and coordinating sales promotions within companies.

FROM: 06/2003 TO: Present

Curb Designs II, Inc.
6438 University Blvd #15
Winter Park, FL 32792 US
Supervisor: Gary Martin, President & CEO

Title: General Manager

Principal Responsibilities: Responsible for all functions of corporate office including accounting, production, dispatch and sales. Fourteen people reported to this office.

FROM: 12/2002 TO: Present

University of Phoenix, GBAM
4615 East Elwood Drive
Phoenix, AZ 85040 US
Supervisor:

Title: Faculty

auldinfi@email.phoenix.edu

Work: (319) 448-4518 Ext.

Supervisor Phone: (319) 448-4518 Ext.

Principal Responsibilities: Primay faculty for several graduate marketing courses as well as introductory classes.

FROM: 10/2001 TO: 02/2002

Emcore Corporation, Sales & Marketing
14515 Research Road
Albuquerque, NM 87111 US
Supervisor: Brian Gibson, Director of Sales & Marketing

Title: Product Manager

Principal Responsibilities: Sales & Marketing responsibilities for single-channel VCSEL products including chip and

packaged products. Responsible for all 10G/s VCSEL products including single-channel and array products.

FROM: 01/2001 TO: 09/2001

Title: Product Marketing Manager

Agere Systems, Product Management

Lucent Road

Briengsville, PA 28222 US

Supervisor: Ed Cornejo, Sr. Marketing Manager

Principal Responsibilities: Product Marketing responsibility for 10G/s Ethernet transceivers. Responsibilities included all aspects of Marketing (pricing, promotion, place and product definition), P&L for product line and training requirements for the sales force.

FROM: 03/1982 TO: 01/2001

Title: Sales Executive / Product Manager

Honeywell International, Sales & Marketing

Arapaho Road

Richardson, TX 87125 US

Supervisor: Greg Hart, Director of Sales & Marketing

Principal Responsibilities: Held various positions within Honeywell throughout 18 year career. Last 15 years in Sales & Marketing covering direct sales to OEMs, executive sales for VCSEL products covering Eastern United States and Product Manager for 660nm VCSELs.

Educational History

05/1988 Business Administration

Award Type: Master's

Northern Illinois University

College/Department: Business

Dekalb, IL US

05/1980 Industrial Engineering

Award Type: Baccalaureate

Iowa State University

College/Department: Engineering

Ames, IA US

Instructional Experience

FROM: 12/2002 TO: Present

University of Phoenix

Orlando, FL, US

Courses: Marketing Management & Professional Skills Development

Scholarships

Other Professional and Community Service Activities

References

First Name: Greg

Last Name: Hart

Employer Name: Honeywell

Title: Director of Sales & Marketing

Department:

Phone #: (407) 850-4189

Email address :

First Name:	Jonathan	Last Name:	Cate
Employer Name:	Jonathan Cate Eyewear	Title:	President & CEO
Department:		Phone #:	(407) 850-4189
Email address :			

First Name:	Dave	Last Name:	Wagner
Employer Name:	UOP	Title:	Practitioner Faculty & Mentor, Online & FlexNet
Department:		Phone #:	(407) 850-4189
Email address :			

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group?	Yes
Have you ever had a professional license revoked?	No
Have you ever been convicted of a felony?	No
Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds?	No
Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency?	No
I understand and agree to all conditions listed in the online application form:	Yes
-- Acknowledged On:	4/20/2012 7:45:00 AM

Personal Information

RICHARD BARRETT

804 NE REDWOOD LANE

ANKENY, IA 50021 US

IRN: 9023397974

rbarrett@broadlawns.org

Home: (515) 965-2543

Work History

FROM: 11/2000 TO: Present

Broadlawns Medical Center, Finance

18th and Hickman

Des Moines, IA 50314 US

Supervisor: Al White, CFO

Principal Responsibilities: Legal Research, contract review, insurance and risk management liasion. Compliance and in-house counsel.

Title: Legal Resources Coordinator

rbarrett@broadlawns.org

Work: (515) 282-8903 Ext.

Fax: (515) 282-2526

FROM: 07/1999 TO: 11/2000

Whitfield and Eddy

6th ave

Des Moines, IA 50309 US

Supervisor:

Principal Responsibilities: Legal research, draft legal documents.

Title: Associate Attorney

FROM: 11/1998 TO: 07/1999

KPMG, Tax

Ruan Center

Des Moines, IA 50309 US

Supervisor:

Principal Responsibilities: Preparation of Individual and Partnership taxes. Estate planning.

Title: Senior Tax Specialist

FROM: 07/1988 TO: 04/1993

Los Angeles Country Club, Accounting

10101 Wilshire Blvd

Los Angeles, CA 90024 US

Supervisor:

Principal Responsibilities: Preparation of financial statements. Supervise all accounting functions. Budget analysis.

Title: Assistant Controller

FROM: 12/1986 TO: 07/1987

VanSchooneveld and Company, CPA

Do not Recall

Denver, CO 80202 US

Supervisor:

Principal Responsibilities: Governmental audits and reviews.

Title: CPA

FROM: 08/1986 TO: 07/1988

Title: Internal Auditor

Ticor Title Insurance, Internal Auditing

Wilshire Blvd

Los Angeles, CA 90048 US

Supervisor:

Principal Responsibilities: Review internal operations of Title insurance branches and agencies. Develop audit reports for management review.

FROM: 08/1984 TO: 08/1985

Title: CPA

Benson and Neff, CPA

Burlingame Avenue

Burlingame, CA 94010 US

Supervisor:

Principal Responsibilities: Prepared taxes, auditing, participated in reviews and compilations.

Educational History

07/1993 Juris Doctor

Award Type: Doctorate

Whittier College School of Law

College/Department: Law

Los Angeles, CA US

05/1984 Masters In Arts

Award Type: Master's

University of Iowa

College/Department: Business

Iowa City, IA US

05/1995 LLM-Taxation

Award Type: Master's

University of Missouri-Kansas City

College/Department: Law

Kansas City, MO US

05/2004 MSHSA

Award Type: Master's

University of St. Francis

College/Department: Health Service Administration

Joliet, IL US

12/1978 Bachelor of Arts

Award Type: Baccalaureate

Drake University

College/Department: Liberal Arts

Des Moines, IA US

09/1997 CMA

Award Type: Licenses/Certifications

Certified Management Accountants

College/Department: Management Accounting

Des Moines, IA US

08/1986 CPA

Award Type: Licenses/Certifications

AICPA

College/Department: Accounting

Denver, CO US

09/1988 CIA

Award Type: Licenses/Certifications

Institute of Internal Auditors

College/Department: Internal Auditing

Los Angeles, CA US

Instructional Experience

FROM: 01/2000 TO: Present

Simpson College

Indianola, IA, US

Courses: Intermediate Accounting Principles of Accounting Individual Taxation Corporate Taxation Governmental Accounting Accounting Information Systems

FROM: 08/1999 TO: Present

Des Moines Area Community College

Ankeny, IA, US

Courses: Cost Accounting Principles of Accounting Individual Taxation

FROM: 04/1997 TO: 12/1999

Hamilton College

Cedar Rapids, IA, US

Courses: Accounting I Individual Taxation

Scholarships

Other Professional and Community Service Activities

References

First Name:	Patty	Last Name:	Holmes
Employer Name:	DMACC	Title:	Professor
Department:	Accounting	Phone #:	(515) 964-6349
Email address :			

First Name:	Craig	Last Name:	Peck
Employer Name:	Simpson College	Title:	Advisor
Department:		Phone #:	(515) 965-9355
Email address :			

First Name:	Andrea	Last Name:	Biklen
Employer Name:	Simpson College	Title:	Advisor
Department:		Phone #:	(515) 309-3099
Email address :			

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group? Yes

Have you ever had a professional license revoked? No

Have you ever been convicted of a felony? No

Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds? No

Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any No

Federal department or agency?

I understand and agree to all conditions listed in the online application form:

Yes

– Acknowledged On:

4/18/2012 4:43:30 PM

Personal Information

JOEL BETTERTON
2933 Dogwood Ave
Adair, IA 50002 US
IRN: 100347076

cdated2003@yahoo.com
Home: (641) 740-7805

Work History

FROM: 08/2010 TO: Present Title: Adjunct instructor
Iowa Western Community College, Math
705 Walnut Street
Atlantic, IA 50022 US
Supervisor: Ann Pross, Cass County Center Director
Principal Responsibilities: Prepare and deliver instruction in assigned courses.

FROM: 05/2006 TO: Present Title: Adjunct
Des Moines Area Community College, Mathematics
1100 7th Street
Des Moines, IA 50314 US
Supervisor: Judy Moss, Department Chair - Mathematics
Principal Responsibilities: Developing and delivering content in assigned mathematics courses.

FROM: 08/1994 TO: Present Title: Teacher
Adair-Casey Community Schools, Math/Science
jbetterton@accs.k12.ia.us
3384 Indigo Ave
Adair, IA 50002 US
Supervisor: Cynthia Jensen, Principal
Principal Responsibilities: Responsible for creating and delivering course content in mathematics, science and computer technology.

Educational History

07/1998 MSM Mathematics Award Type: Master's
Iowa State University College/Department: Mathematics
Ames, IA US

12/1989 BS Chemistry Award Type: Baccalaureate
Iowa State University College/Department: Chemistry
Ames, IA US

Instructional Experience

FROM: 08/2010 TO: Present

Iowa Western Community College
Courses: Developmental Math

Atlantic, IA, US

FROM: 05/2006 TO: Present

Des Moines Area Community College

Des Moines, IA, US

Courses: Finite Math Statistics Math for Liberal Arts

FROM: 08/1994 TO: Present

Adair-Casey Community Schools

Adair, IA, US

Courses: Physics, Statistics, Trigonometry, Computers, Analytic Geometry, Algebra II, Geometry, Adv. Chemistry, Calculus, Discrete Math

Scholarships

Other Professional and Community Service Activities

References

You currently have no references on file.

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group? Yes

Have you ever had a professional license revoked? No

Have you ever been convicted of a felony? No

Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds? No

Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency? No

I understand and agree to all conditions listed in the online application form: Yes

-- Acknowledged On: 10/5/2011 9:56:53 AM

Personal Information

DAVID BINDER
2717 SW 2ND ST
ANKENY, IA 50023 US
IRN: 235429

dbinder@email.phoenix.edu
Home: (515) 963-0367

Work History

FROM: 07/2008 TO: Present
Cheshire Consulting Group
2717 SW Second St.
Ankey, IA 50023 US

Title: Principal
cheshire@sprintmail.com
Work: (818) 231-4553 Ext.

Supervisor:

Principal Responsibilities: Provide consultancy services in the areas of strategy, improvement, management, and finance, and in the areas of higher education accreditation and online program education.

FROM: 01/2000 TO: 06/2008
UIU
1101 5th Street
West Des Moines, IA 50265 US

Title: Program Director
binderd@uiu.edu
Work: (515) 369-7777 Ext.

Supervisor: Suzanne James, Sr. Vice President

Supervisor Phone: (651) 698-1223 Ext.

Principal Responsibilities: General management responsibilities for this enterprise that commenced operations in 1999* including financial management, marketing, personnel, sales, personnel management, program design. * Prior to January 2000 and commencing in 1998, I provided consultative services to UIU through the Senior Vice President as described in prior employment history.

FROM: 08/1994 TO: 12/1999
Cheshire Consulting Group
9010 Tobias Ave
Suite 222
Panorama City, CA 91402 US

Title: Principal

Supervisor:

Principal Responsibilities: Diversified regional consultancy practice emphasizing performance enhancement, profit improvement, balance sheet management improvement, business development, and acquisitions Typical engagements:
- Ukraine-Great Britain consumer goods joint venture: Analyzed and identified causal factors for poor financial performance and recommended actions to be taken
- Long-distance telephone start-up: Assessed management competencies for investor group; identified financing needs for next stage.
- Analyzed financing proposals received by New Jersey based venture capital group; provided analysis and recommendation for next step. Assisted in financing negotiations.
- Completed on-site assessment of proposed LBO of auto parts business being divested by major corporation on behalf of potential financiers.
- Developed business plan to launch new program for UIU including needs assessment, SWOT analysis, marketing plan. Launched program, later assumed position as Program Director (resulting in closure of this business). ***Note: all clients except UIU were "privately held" and the actual name of the client is confidential under the terms of the respective engagement contracts.

FROM: 09/1986 TO: 08/1994
Navy Exchange Service Command
not known
Virginia Beach, VA xxxxx-xxxx US
Supervisor: various, Commander

Title: Chief Financial Officer

Principal Responsibilities: Diversified international retail and hospitality business operating a broad variety of retail

formats. Functional Responsibilities: Accounting, Treasury, Risk Management, Strategic Planning, Inventory, Capital Structure, and Asset Deployment. · Initiated and coordinated restructuring of regional offices to reduce overhead costs by \$7 million · Identified and implemented multi-function cost reductions in excess of \$15 million · Negotiated lines of credit and term loans exceeding \$150 million · Revised accounts payable procedures resulting in \$1 million annual savings · Established register to Treasurer auditability of cash and credit card accounting · Reduced Workers Compensation Costs through enhanced safety program and improved case management · Chaired Strategic Planning Committee · Assisted legal counsel in analysis and resolution of financially based legal issues · Initiated and coordinated reengineering of store front end processing resulting in increased accuracy and improved customer service · Specified and negotiated acquisition of new financial management and accounting system · Increased profit by 50% on 15% sales growth through cost reduction actions · Provided technical assistance to Department of State during U.S. government negotiations with Government of Japan · Served on numerous Department of Defense study groups and task forces · Prepared Congressional testimony for CEO; represented organization to Congressional committee and member staff

FROM: 08/1982 TO: 08/1986

Title: Principal

Cheshire Consulting Group
8303 Cheshire Way
Louisville, KY 40222 US

Supervisor:

Principal Responsibilities: Regional consultancy practice focused on profit improvement and analysis of the business aspects of litigation issues Typical engagements: · Brought structural fabricator and steel service center to profitability by shifting to regional competition through negotiated contracts emphasizing service, delivery, and quality, and by modernizing production facilities · Analyzed local service vending business and determined business was below critical mass resulting in investor group decision to cut losses and shut it down · Analyzed plaintiff's prior to event business condition on behalf of defendant resulting in settlement for property damage only and denial of "loss of profit" claim · Analyzed, on behalf of plaintiff, defendant's post-acquisition decisions, which identified a pattern of reduction of the value of plaintiff's contingent payment through diverting income to businesses outside the scope of the sales agreement ***
Note: Litigation support engagements in coordination with Coopers and Lybrand. Other clients were "privately held" and the actual name of the client is confidential under the terms of the respective engagement contracts.

FROM: 04/1978 TO: 08/1982

Title: Vice President Finance and Administration

Chemetron Process Equipment, subsidiary of Allegheny International
not known
Jeffersonville (?), KY xxxxx US
Supervisor: various, President

Principal Responsibilities: Multi-national designer, manufacturer and marketer of application engineered machinery and systems for the meat, pharmaceutical and chemical industries. Functional Responsibilities: Accounting, Treasury, Materials Management, Human Resources, MIS, Strategic Planning, Competitor Analysis. Major accomplishments: · Improved profit from \$2.4 million loss to \$1 million profit in 2-year period through cost reductions and "market pricing" of products · Reduced net assets employed in business by one third · Initiated plant modernization projects · Implemented closed loop MRP system · Developed and implemented manufacturing strategic plan · Implemented new financial management and production management systems

FROM: 01/1976 TO: 04/1978

Title: Controller

Chemetron Dental Products - subsidiary of Allegheny International
not known
Westlake Village, CA xxxxx US
Supervisor: Don Dally, President

Principal Responsibilities: Manufacturer and marketer of dental operatory equipment, nitrous oxide sedation equipment and edge lit instrument panels Functional Responsibilities: Accounting, Credit, Human Resources, MIS, Strategic Planning Major Accomplishments · Improved profit from \$0.7 million loss to \$0.7 million profit · Acquired and merged two companies into existing business · Divested non-core business · Implemented new business systems to improve timeliness and effectiveness of management and operational information

Educational History

06/1975 MBA
University of Michigan

Award Type: Master's
College/Department: Business

Instructional Experience

FROM: 09/1996 TO: Present

University of Phoenix

Phoenix, AZ, US

Courses: MGT 548 FIN 538 FIN 539 MBGM 530 MBGM 531 ACCT 514 ACCT 515 FIN 544 MBA 540 FIN 571

Scholarships

Scholarship Type: Scholarship of Teaching

Presentation: Presentation Date Presented / 3/2010
Published:

Title: Online Education: An Essential Innovation

Journal / Event Name: Innovations 2010

Type: Professional Conference Presentation

Role: Co-Author / Presentor

Was this project peer reviewed? No

Was this project funded? No

Did you want this to be considered for an honorarium? No

Scholarship Type: Scholarship of Teaching

Presentation: Presentation Date Presented / 10/2005
Published:

Title: Online Program Design Considerations

Journal / Event Name: IACBE Region V Meeting

Type: Professional Conference Presentation

Role: Primary

Was this project peer reviewed? No

Was this project funded? No

Did you want this to be considered for an honorarium? No

Scholarship Type: Scholarship of Teaching

Presentation: Presentation Date Presented / 4/2007
Published:

Title: Strategic Issues in Online Program Implementation, A Best Practices Approach

Journal / Event Name: IACBE 2007 International Conference

Type: Professional Conference Presentation

Role: Primary

Was this project peer reviewed? No

Was this project funded? No

Did you want this to be considered for an honorarium? No

Scholarship Type: Scholarship of Teaching

Presentation: Presentation Date Presented / 10/2009
Published:

Title: Online Faculty as Adult Learners Faculty Development That Works

Journal / Event Name: 15th Sloan-C International Conference on Online Le

Type: Professional Conference Presentation

Role: Co-Author / Presenter

Was this project peer reviewed? No

Was this project funded? No

Did you want this to be considered for an honorarium? No

Other Professional and Community Service Activities

Activity Type: Community

Organization Name: Polk County Democrats

Activity Description: Chair: Education Subcommittee of the Platform Committee

Involvement: Volunteer

Date Conducted: 2/2010

Activity Type: Professional

Organization Name: Higher Learning Commission

Activity Description: AQIP Peer Reviewer

Involvement: Service on Association Committee

Date Conducted: 1/2010

Activity Type: Professional
Organization Name: Higher Learning Commission
Activity Description: AQIP Peer Reviewer
Involvement: Service on Association Committee
Date Conducted: 1/2009

Activity Type: Professional
Organization Name: Higher Learning Commission
Activity Description: Chair: Institutional Change Request Panel
Involvement: Service on Association Committee
Date Conducted: 6/2009

Activity Type: Professional
Organization Name: Higher Learning Commission
Activity Description: Member; Institutional Change Request Panel
Involvement: Service on Association Committee
Date Conducted: 5/2008

Activity Type: Professional
Organization Name: Higher Learning Commission
Activity Description: AQIP Peer Reviewer
Involvement: Service on Association Committee
Date Conducted: 1/2008

References

First Name:	Suzanne	Last Name:	James
Employer Name:	Walden University	Title:	Faculty
Department:	School of Education	Phone #:	(651) 398-1116
Email address :	sjamesphd@aol.com		

First Name: John Last Name: Craddock

Employer Name:	Walden University	Title:	faculty
Department:		Phone #:	(812) 483-6506
Email address :	cossack@gte.net		

First Name:	William	Last Name:	Haney
Employer Name:	Brenau University	Title:	Faculty
Department:	Business	Phone #:	(770) 538-4703
Email address :	whaney@brenau.edu		

Other Information

Do you have the right to work in the U.S. and specifically for the Apollo Group?	Yes
Have you ever had a professional license revoked?	No
Have you ever been convicted of a felony?	No
Have you ever been convicted, pled guilty, pled no contest, or judicially determined to have committed a crime, fraud, or another material violation involving the acquisition, use or expenditure of federal, state or local government funds?	No
Have you ever been debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from certain transactions by any Federal department or agency?	No
I understand and agree to all conditions listed in the online application form:	Yes
-- Acknowledged On:	2/27/2010 10:10:54 PM

Personal Information

JOLAN BISHOP (Warren)
2323 BURLINGTON AVE.
BURLINGTON, IA 52601 US
IRN: 9023463070

jolanbishop@email.phoenix.edu
Home: (319) 520-5448

Work History

FROM: 08/2012 TO: Present
Keokuk High School, English Department
2285 Middle Rd.
Keokuk, IA 62632 US
Supervisor:

Title: High School English Teacher

Principal Responsibilities: Teach high school literature and composition courses.

FROM: 08/2012 TO: Present
Holy Trinity Catholic Jr/Sr High School, Social Studies
Department
2600 Ave. A
Ft. Madison, IA 52627 US
Supervisor:

Title: Government/Psychology Teacher

Principal Responsibilities: Instruct high school classes in government and psychology.

FROM: 07/2010 TO: 07/2011
Muscatine Community College, Humanities
Coloradio Ave.
Muscatine, IA 52761 US
Supervisor: Kay Steffen

Title: Adjunct Instructor of Speech and Developmental
Skills

Principal Responsibilities: â€¢ Courses taught: Public Speaking, Professional Communications, Academic Success
Strategies, Intro to College Reading â€¢ Instruct traditional calendar classes and accelerated summer classes in
communications and developmental studies

FROM: 08/2009 TO: 11/2010
Indian Hills Community College, Arts and Sciences
525 Grandview
Ottumwa, IA 52501 US
Supervisor: Rhonda Eakins, Chair, Department of Arts and

Title: Adjunct Instructor of English

jbishop@ihcc.edu

Principal Responsibilities: â€¢ Courses taught: College Composition, Research Writing, Public Speaking â€¢ Presented
public speaking classes via Iowa College Network (video with remote sites) â€¢ Instructed dual-enrollment courses at
local high schools for high-achieving students â€¢ Evaluated essays for college-wide writing assessment program

FROM: 08/2007 TO: 04/2009
Iowa Wesleyan College, English
601 N. Main St.
Mt. Pleasant, IA 52641 US

Title: Instructor

jbishop@iwc.edu

Supervisor: Dr. Nancy Erickson, Academic Dean

Supervisor Phone: (319) 385-6205 Ext.

Principal Responsibilities: â€¢ Courses taught: College Composition, Intro to Lit and Research, American Literature â€¢ Instructed traditional calendar classes and accelerated classes for adult learning program

FROM: 08/2007 TO: 01/2012 Title: Adjunct English and Speech Instructor
Southeastern Community College, Arts and Sciences jbishop@sccciowa.edu
1500 W. Agency Rd.
W. Burlington, IA 52655 US

Supervisor: Curtis Blom, Dean of Academic Services Supervisor Phone: (319) 208-5047 Ext.

Principal Responsibilities: â€¢ Courses taught: College Composition, Research Writing, Intro to Literature, Technical Writing, Public Speaking, Intro to News Writing, News Reporting, Upward Bound â€¢ Conduct credit-by-arrangement courses in specialty topics for small groups of students â€¢ Instruct dual-enrollment courses at local high schools â€¢ Serve on CPI committee for Customer Service (2009-10)

FROM: 06/2006 TO: 12/2008 Title: IT Consultant
Sedona Technologies, Sedona Tech
555 Valley View Dr.
Moline, IL 61265 US

Supervisor: Bill Wheatley, Manager, New Business Developm Supervisor Phone: (800) 578-5584 Ext.

Principal Responsibilities: Originally served as Documentation Coordinator for John Deere Information Systems: Responsibilities included creation and distribution of system change announcements (SCAs) and technical bulletins (TBs) regarding dealer software issues and upgrades; conversion of Quark documents from Macintosh to PC format; compile and finalize style manual for JDIS communications; edit and update software manuals for dealer software applications Beginning 9/2006, served as Program Office Administrator for John Deere Corporate IS. Responsibilities included: Create and maintain training documents and process documentation; train project managers (in person and via teleconference) in use of PlanView software system; serve as front line of communication with 400 PlanView users in the U.S and India; provide user support and perform application updates; design and maintain business communication documents (leave of absence 8/07-2/08)

FROM: 03/2006 TO: 06/2006 Title: Managing Editor
American Safety Training, Inc., Product Development and Publishing
W 4th St
Davenport, IA 52801 US
Supervisor: Ann Mangan, Vice President

Principal Responsibilities: Oversaw editorial department of publishing arm of national safety training company. Supervise staff of two editors. Develop training program for editors. Develop basic writing skills training program for sales staff. Edit and proofread technical documents for publication. Work with representatives from publishing companies to create finished products. Work with on-site press operators to determine publishing specifications. Work with technical staff to maintain and update public website.

FROM: 01/2006 TO: 05/2006 Title: Adjunct Instructor
Carl Sandburg College, English
2400 Tom L. Wilson Blvd.
Galesburg, IL 61401 US

Supervisor: Julie Gibb, Associate Dean of Humanities a Supervisor Phone: (309) 341-5273 Ext.

Principal Responsibilities: Instruct English 101 classes; create and design syllabi and assignments for English 101 classes; assist in administration and evaluation of standardized exit exam for English 101

FROM: 08/2004 TO: 12/2005 Title: Doctor of Arts Fellow
Idaho State University, English
921 S. 8th Ave.
Pocatello, ID 83209 US

Supervisor: Dr. Brian Attebery, Director of Graduate Studies (Supervisor Phone: (208) 282-2537 Ext.

Principal Responsibilities: Attended courses full time as funded Doctor of Arts student; completed 24 graduate and 8

undegraduate credits toward Doctor of Arts degree

FROM: 08/2003 TO: 05/2004

Title: Graduate Assistant (Instructor)

Youngstown State University, English

1 University Plaza

Youngstown, OH 44555 US

Supervisor: Dr. Jeff Buchanan, Assistant Professor of English

Supervisor Phone: (330) 941-1641 Ext.

Principal Responsibilities: Tutored developmental writing students during fall semester; Instructed English 101 classes during spring semester; created syllabi and assignments for English 101 classes; served as graduate student representative to the faculty

Educational History

05/2004 Master of Arts in English Language and Literature Award Type: Master's

Youngstown State University

College/Department: College of Arts and Sciences/English Department

Youngstown, OH US

12/2012 Master of Arts in Interdisciplinary Studies (History, Political Science, and Writing) Award Type: Master's

Western New Mexico University

College/Department: Virtual College

Silver City, NM US

05/2012 Master of Arts in Teaching

Award Type: Master's

Kaplan University

College/Department: Graduate School of Education

Ft. Lauderdale, FL US

08/2002 Bachelor of Science in Political Science

Award Type: Baccalaureate

Lake Superior State University

College/Department: Department of Political Science

Sault Ste. Marie, MI US

05/2010 12 graduate hours in communications

Award Type: Graduate Coursework

Fort Hays State University

College/Department: Virtual College

Hays, KS US

24 graduate hours in English

Award Type: Graduate Coursework

Idaho State University

College/Department: English

Pocatello, ID US

Instructional Experience

FROM: 08/2012 TO: Present

Holy Trinity Catholic Jr/Sr High School

Ft. Madison, IA, US

Courses: American Government, Psychology

FROM: 08/2012 TO: Present

John Wood Community College

Quincy, IL, US

Courses: College Composition I (ENG 101)

FROM: 08/2012 TO: Present

Keokuk High School

Keokuk, IA, US

Courses: Literature and Composition II

FROM: 01/2012 TO: 05/2012

West Burlington Arnold Junior/Senior High School

West Burlington, IA, US

Courses: U.S. History World Geography Economics Sociology

FROM: 08/2011 TO: Present

Black Hawk College

Moline, IL, US

Courses: ENG 101--College Composition I ENG 102--College Composition II

FROM: 01/2011 TO: Present

Kirkwood Community College

Cedar Rapids, IA, US

Courses: ENG 105: Composition I ENG 108: Composition II--Technical Writing

FROM: 09/2010 TO: 10/2010

South University

Pittsburgh, PA, US

Courses: ENG 1001--Composition I

FROM: 07/2010 TO: 07/2011

Muscatine Community College

Mustcatine, IA, US

Courses: SPC 112: Introduction to Public Speaking SDV 114: College Success Strategies RDG 033: Introduction to College Reading

FROM: 03/2010 TO: Present

Kaplan University Online

Ft. Lauderdale, FL, US

Courses: CM 105--Effective Communications for Business Majors 1 CM 107--College Composition I CM 220--College Composition II CM 320--Interviewing Skills for the Technical Writing Profession CM 340--Advanced Technical Communications CM 345--Grant and Proposal Writing

FROM: 08/2009 TO: 11/2010

Indian Hills Community College

Ottumwa, IA, US

Courses: ENG 105--Composition I ENG 106--Composition II SPC 112--Introduction to Public Speaking

FROM: 09/2008 TO: Present

University of Phoenix Associates Program

Phoenix, AZ, US

Courses: ENG 102--Research Writing HUM 176--Media and American Culture

FROM: 08/2007 TO: Present

Southeastern Community College

Burlington, IA, US

Courses: ENG 105--Composition I ENG 106--Composition II ENG 067--Composition Lab SPC 112--Public Speaking and Interpersonal Communication JOU 120--Beginning News writing and Writing for the Mass Media JOU 121--News Reporting ENG 111 Technical and Business Writing LIT 101 Introduction to Literature

FROM: 08/2007 TO: 04/2009

Iowa Wesleyan College

Mt. Pleasant, IA, US

Courses: English 101--Problem Solving & Writing English 102--Analysis, Persuasion and Research English 350--

FROM: 01/2006 TO: 05/2006

Carl Sandburg College

Galesburg, IL, US

Courses: English 101--Freshman Composition

FROM: 01/2004 TO: 05/2004

Youngstown State University

Youngstown, OH, US

Courses: ENGL 1550--Composition I

Scholarships

Scholarship Type: Scholarship of Integration

Published Material: Published Materials **Date Presented / Published:** Fall/2001

Other: Editorial Assistant at a Peer-Reviewed Journal

Title: Fall 2001 Issue

Journal / Event Name: Politics and the Life Sciences

Type: Other

Role: Other

Was this project peer reviewed? Yes

Was this project funded? Yes

Did you want this to be considered for an honorarium? No

Scholarship Type: Scholarship of Teaching

Presentation: Presentation **Date Presented / Published:** 8/2001

Title: Funding Your Student Organization

Journal / Event Name: LSSU Student Leadership Conference

Type: Professional Conference Panel Discussion

Role: Primary

Was this project peer reviewed? No

Was this project funded? No

Did you want this to be considered for an honorarium? No

Scholarship Type: Scholarship of Application

Presentation: Presentation **Date Presented /** 4/2006
Published:

Title: Sympathizing with Satan-Role of the Prince of Darkness in Paradise Lost

Journal / Event Name: MMLLM

Type: Academic Conference Presentation

Role: Primary

Was this project peer reviewed? Yes

Was this project funded? No

Did you want this to be considered for an honorarium? No

Scholarship Type: Scholarship of Integration

Presentation: Presentation **Date Presented /** 4/2004
Published:

Title: Johnny Came Marching Home: The Impact of the Vietnam War on American Popular Music

Journal / Event Name: ACA and NCA National Conference

Type: Academic Conference Panel Discussion

Role: Primary

Was this project peer reviewed? No

Was this project funded? No

Did you want this to be considered for an honorarium? No

Other Professional and Community Service Activities

Activity Type: Professional

Organization Name: Quad City Christian Writers Conference Author Work

Activity Description: Intensive writing workshop

Involvement: Continuing Professional Education

Date Conducted: 4/2011

Activity Type: Professional

Organization Name: University of Phoenix

Activity Description: Intro to First Year Sequence