

## Alliance Memorandum of Understanding

This Alliance Memorandum of Understanding ("MOU") is between University of Phoenix, Inc. ("University") with its principal place of business at 4025 S. Riverpoint Parkway, Phoenix, Arizona 85040 and Cochise College ("College") located at 901 North Colombo Ave, Sierra Vista, AZ 85635.

### **Benefits Offered by University:**

1. The University will provide a five percent (5%) tuition reduction and a one hundred percent (100%) PLA reduction to College's employees who enter into a Bachelor Level Program or higher who meet the University's admission standards. After the effective date of this MOU and after the date the student identifies as an employee of College, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's student policies.
2. The University will provide an additional two percent (2%) tuition reduction to any School employee tuition invoice which is directly paid to the University by the School (excluding residents of the State of Florida).
3. The University will provide a five percent (5%) tuition reduction and a one hundred percent (100%) PLA reduction to new students entering into a Bachelor Level Degree Program at University who obtain an Associate's Degree from College after the effective date of this MOU. After the effective date of this MOU and after the date the student has been confirmed as having an Associate's Degree from College, reduced tuition will apply to the then current rates at the time the student enrolls in a course. All students are subject to the University's admission policies.
4. The University will provide a one hundred percent (100%) PLA reduction to students for the assessment of professional training that has not been transcribed as transferrable college level credit towards a degree program offered at the College. The MOU will cover training completed at the college or an affiliated skill or training center as listed on Addendum A, after the effective date of this MOU. If no affiliated skill or training centers are listed on Addendum A, then this provision shall only be effective for the College as listed above. Coursework which is remedial or developmental in nature is not eligible for assessment. All students are subject to the University's prior learning assessment policies.
5. The University shall provide a Course Transfer Guide ("CTG") in a PDF file which will include course-by-course transfer categories for lower division degree applicable college level courses from the College that are eligible for credit towards general education and elective categories at the University. Students shall be subject to the University's transfer policies. Additional general education credits may be needed to fulfill specific degree program requirements.
6. A minimum grade of "C" (2.0) is required to waive a University undergraduate-required course.
7. The University shall provide a sample Program Transfer Guide (PTG) illustrating how an Associate's Degree may transfer to a Bachelor's Degree offered at University.
8. The University will provide a link from the College's internal website to a University website to assist employees with enrollment.
9. The University will provide information to support the College's internal promotion of continuing education.

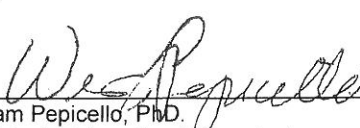
### **College Contributions:**

1. College represents and warrants that it is an Associate-Degree Granting Institution currently accredited by an approved regional accrediting body. College agrees that it is its responsibility to notify University immediately of any adverse changes in its accreditation status. University may terminate this agreement immediately upon a change in accreditation status and/or if College fails to notify University of a change in accreditation status.
2. The College will provide a downloadable copy of its course catalogue available on an annual basis for University of Phoenix course transfer evaluations. The College agrees to permit the University to publish the Course Transfer Guide publicly on *phoenix.edu*.
3. Subject to the College's policies, the College will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.
4. The College will update Addendum A and provide an updated electronic copy to University within ten (10) business days of a new skill or training center being established or an existing skill or training center being discontinued.

### **General Terms and Conditions:**

1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU upon thirty (30) days prior written notice. If either party believes that the MOU might violate any law or regulation, adversely affect its accreditation, or any license or exemption issued by a Federal or State educational board or commission, either party may terminate the MOU immediately upon written notice to the other party.
2. The parties acknowledge and agree that this Agreement terminates and supersedes the April 23<sup>rd</sup>, 2010 Transfer Agreement between the University and Cochise College.
3. The University may use College's name verbally for reference purposes only. The College grants the University the right to use the College's name and logo in writing for purposes of this MOU only.
4. Each party acknowledges that the relationship with the other is that of an independent contractor.
5. Each party agrees to abide by all applicable Federal and State Laws. This MOU shall be governed by and construed in accordance with the Laws of the State of Arizona. Jurisdiction for any claim, dispute, or lawsuit shall be Maricopa County, Arizona.
6. This MOU does not create any rights, title, or interest for any entity other than the University and the College.
7. The College agrees that it will not disclose the terms of this MOU to any unrelated third party, other than to inform its employees and students about the benefits to them pursuant to this MOU, without the University's prior written consent.

  
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Dr. D. Rottweiler  
President, Cochise College

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

Date: 11/2/2011

Date: 11/4/11

**ADDENDUM A  
COCHISE COLLEGE AFFILIATED SKILL OR TRAINING CENTERS**

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