

Cohort Memorandum of Understanding #21515

This Cohort Memorandum of Understanding ("MOU") is entered into between the University of Phoenix, Inc. ("University") and Harper College ("Client"), as of the date both parties have signed this MOU ("Effective Date").

The parties agree as follows:

1. The University will provide:

- 1.1 **Classes:** During the term of this MOU, University will provide all of the courses necessary for scheduled groups of graduates (hereinafter referred to as a "Cohort" or "Cohorts") that will commence a designated degree program as more fully described in and set forth in a Statement of Work ("SOW") (Exhibit A). The parties agree that no additional action between the parties is required for any new SOW. Accordingly, the University will offer the programs set forth in each SOW (hereinafter "Programs") to Client as more fully described below. Unless expressly stated otherwise in the SOW, if there is a conflict between this MOU and an SOW, the terms and conditions in this MOU shall govern the parties' obligations. Each Cohort shall have a minimum of fifteen (15) students and shall be designated either a "Closed" or "Collaborative" Cohort as defined in Section 2 below. The University shall have no obligation to offer any Cohort unless the minimum number of students for enrollment has been confirmed. In the event that the minimum enrollment falls below fifteen (15) students, students shall take the scheduled course, or applicable equivalent course, at another University campus learning center or online. All students in the Cohort will attend the same classes in the same course sequence in the same modality. Applicable tuition and rESource™ fees will be determined based on the campus learning center location or online.
- 1.2 **Information to Prospective Students:** The University will provide information as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study. University will make such presentation at no cost to Client or any prospective student.
- 1.3 **Admissions Evaluation:** All Cohort students are subject to the University's admission policies and all other policies and procedures as set forth in the University's Student Handbook. The University will evaluate applications for admission in accordance with its usual standards for admissions.
- 1.4 **Provision of Educational and Administrative Services:** Notwithstanding any other provision of this MOU, the University's relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are Client's graduates or otherwise, shall be governed pursuant to the terms of the University's policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog. In the event such policies and procedures do not resolve a particular educational or administrative matter, including, but not limited to, those matters which may arise out of or relate to the provision or delivery of educational or administrative services, University shall have the right to determine the resolution of such issues in the University's sole discretion.
- 1.5 **New Student Orientation:** University will provide a new student orientation to students who are accepted for a Cohort. Such orientations will include information regarding the University's Code of Conduct and expected course schedule for completion of the program degree sought.
- 1.6 **Faculty/Academic Standards:** Each University faculty member shall have the following credentials and experience as a faculty practitioner: (a) holds a doctoral or master's degree; (b) currently works in the field(s) of instructional assignments; (c) holds current and unencumbered state license and national certifications as required in his/her profession; and (d) is knowledgeable of and incorporates in each course up-to-date proven theories and techniques.
- 1.7 **Class Scheduling:** A University representative will work with Client to determine a course schedule (night of week and program start date) that meets the needs of Client's graduates enrolled. Once a course schedule is established (i.e. Monday night classes beginning 00/00/00 from 6:00 to 10:00 p.m.) both parties agree to maintain a consistent schedule to enable students to balance family life thus facilitating student success. Any temporary change(s) in course schedule, such as a weeknight change due to a holiday, must meet University policy standards within the same week, be agreed upon by all Client's graduates enrolled in the course, and documented with a change of schedule form approved by the University Director of Academic Affairs.

2. Client will provide:

- 2.1 **Closed Cohort:** A "Closed" Cohort shall be defined as a Cohort made up of Client's graduates only. Client shall provide a minimum of fifteen (15) students for each Closed Cohort. The University shall have no obligation to offer any Cohort unless the minimum number of students for enrollment as set forth in Section 1.1 above has been confirmed. All students in the Closed Cohort will attend the same classes in the same course sequence in the same modality.
- 2.2 **Collaborative Cohort:** A "Collaborative" Cohort shall be defined as a Cohort made up of Client's graduates and other University Client's graduates. Client shall provide a minimum of five (5) students for each Collaborative Cohort. The

University, at its discretion, will organize and facilitate Collaborative Cohort groups between two or more University clients. The University shall have no obligation to offer any Collaborative Cohort unless the minimum number of students for enrollment as set forth in Section 1.1 above has been confirmed. All students in the Collaborative Cohort will attend the same classes in the same course sequence in the same modality.

2.3 Cohort Cooperation: Client will provide the opportunity for University to inform students of this opportunity. At a minimum, Client shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by Client.

- a. Virtual and/or face-to-face information meetings at Client site;
- b. Virtual and/or face-to-face enrollment sessions at Client site; and
- c. Table displays in Client's common student areas.

3. Student Responsibilities:

3.1 Payment Policies and Fees: It is the responsibility of students to purchase at their expense, all required texts and materials including rEsource™ and to pay all applicable tuition and University fees as listed in the University Catalog. Unless expressly set forth herein, Students are ultimately responsible for payment of all charges incurred as well as all financial policies and fees detailed in the University Catalog.

3.2 Termination: If for any reason, this MOU or any SOW is terminated, students may complete their program at another campus location or online depending upon location and modality. Not all programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at the campus rather than the Client site will be the responsibility of the student. Students will be responsible for the tuition and fees associated with such location or modality.

3.3 Student Acknowledgements: Students will be required to sign an MOU to be set forth as Exhibit B which shall be incorporated as part of this Agreement acknowledging the terms of enrollment for the Cohort.

4. Marketing: The University may use Client's name verbally for reference purposes only. Subject to prior written approval, each party grants the other party the right to use the other party's name and logo in writing for purposes of this MOU only.

5. Confidentiality: Client agrees that it will not disclose the terms of this MOU to any unrelated third party without the University's prior written consent.

6. Termination: Either University or Client may terminate this MOU and any SOW at any time, with or without cause, by providing thirty (30) days prior written notice to the other. With respect to Cohort students, notwithstanding the above, the parties agree that unless mutually agreed upon otherwise, University may complete the current course at the Premises. For the purposes of this MOU, "current courses" are courses that have met for at least two sessions and for which grades or academic unit(s) have not been applied to individual students' records. Completion of courses is the provision of all scheduled class sessions and the assignment of individual students' grades and recording of individual students' academic units. Upon completion of courses, students may complete their Program at another campus location or online depending upon location and modality.

7. Indemnification: Each party shall defend, indemnify and hold harmless the other, its affiliates and related entities, and their respective directors, officers, employees, shareholders and agents, and all of their respective successors and permitted assigns ("Indemnified Party"), from and against any and all suits, claims, actions, causes of actions, liabilities, losses, damage to property or for injury to or death of any person, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees, and other expenses of litigation) asserted against the Indemnified Party arising out of or from, or alleged to have arisen from: (i) the acts or omissions (whether negligent, reckless, intentional, or otherwise) of the other, its employees, agents, or independent contractors; (ii) any misrepresentation, omission, breach of warranty, breach of any covenant or other breach or default by the other under this MOU; (iii) without limitation any infringement of third party rights or violation or breach of confidentiality as stated herein; and (iv) any claim by any employee of the other or any of its affiliates claiming any employment benefit of the other.

8. No Establishment of Third Party Rights: This MOU does not create any rights, title, or interest for any person or entity other than Client or the University.

9. Independent Contractor: Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the parties.

10. Regulatory Termination: If University believes that this MOU might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, University may immediately terminate this MOU upon written notice to Client.

11. Governing Laws: 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 without reference to conflict of laws principles. Jurisdiction for any claim, dispute, or lawsuit shall be Maricopa County, Arizona.

- 12. **Severability:** If any provision of this MOU is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court or other tribunal finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 13. **Authority:** Each individual executing this MOU on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this MOU on behalf of said entity and that this MOU is binding upon said organization in accordance with this MOU's terms.
- 14. **Entire Agreement:** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications related to the subject matter. For purposes of clarification, this MOU and its subject matter does not cover any practicum or clinical experience for any students in any of the Programs. Should any students, whether in a Cohort or not, desire to be placed with Client for its practicum and/or clinical experience, the University's College of Nursing shall enter into a separate Affiliation Agreement with Client.

HARPER COLLEGE

Kimberly Chavis
Signature

Kimberly Chavis
Printed Name

Dean of Health Careers
Title

8/23/2017
Date

UNIVERSITY OF PHOENIX, INC.

Jan Kramer
Signature

Jan Kramer
Printed Name

Dean of PARC
Title

Sep 26, 2017
Date

Blair Westblom
Blair Westblom (Sep 25, 2017)

**Exhibit A - Cohort Memorandum of Understanding
Harper College Statement of Work #1**

Program: Bachelor of Science in Nursing

Modality: Online

Projected Start Date: August 2017

Projected End Date: March 2019

Type of Cohort: Open

Classes: All classes will be taught online.

Tuition and Fees: The University shall provide a fifteen percent (15%) tuition reduction for Client's graduates participating in the Cohort. The Cohort tuition reduction shall not be combined with any other tuition reduction and the total tuition reduction for the Cohort participants is set forth in this SOW. The University may change its tuition rates and fees at any time in its sole discretion. In the event of a change in aforementioned rates and fees, any applicable reduction will be calculated on the new current rate or fee in effect at the campus. Students will pay tuition and any other fees directly to University of Phoenix according to University policies. Unless expressly set forth herein, students are ultimately responsible for payment of all charges incurred as well as all financial policies and fees detailed in the University Catalog.

EXHIBIT B – UNIVERSITY OF PHOENIX

COHORT STUDENT MEMORANDUM OF UNDERSTANDING

Harper College

The University of Phoenix agrees to offer to University of Phoenix students attending classes online enrolled in the Bachelor of Science in Nursing degree program ("Program"), specifically in the Cohort as defined in the Cohort Memorandum of Understanding Statement of Work #1 between Harper College and University of Phoenix ("Cohort"), a fifteen percent (15%) reduction on tuition (reduction does not apply to any fees, resource materials or any other charge) upon the following conditions:

1. To be eligible for the reduction, you, as a student in the Cohort must acknowledge and agree that you must be a Harper College graduate.
2. The Cohort will end when the final course in the Program is complete. No further tuition reduction will be offered after the last course.
3. You will pay tuition and any fees directly to University of Phoenix according to University policies.
4. If the Cohort Memorandum of Understanding Statement of Work #21515 between the University of Phoenix and Harper College terminates, then the Cohort will cease and you, as a student in the Cohort acknowledge and agree that if you desire to continue in the Program you will be responsible for all tuition, fees, and costs at the then current rates as set forth by the University of Phoenix, with a fifteen percent (15%) reduction on tuition.
5. If for any reason the Cohort is terminated, in order to continue in the Program you may be required to complete the Program at another location or in another modality depending upon class size and availability.
6. While you are allowed to take breaks between courses, each student in the Cohort understands and acknowledges that if you take a break from the Program, you will not be able to continue to participate in the Cohort and will no longer be eligible for the benefits provided by this MOU.
7. Additionally, the University of Phoenix would like to make sure you are aware of, and agree to, the following with respect to your enrollment.
 - Not all programs are offered at all campuses. Programs vary campus by campus and you have been informed and understand the Program offered at the campus and/or location listed above that you are enrolling in.
 - If you take a break from your schedule, the classroom instructional delivery method may not be available, and you may need to complete the balance of your Program at a different campus location or online.
 - You understand and acknowledge that if you are required to complete your Program at a different campus location or online, you will be responsible for the current tuition rate for your Program at that location or modality, as of the new date of enrollment in the class.
 - You understand and acknowledge that a lapse in attendance of more than fourteen (14) days could affect your financial aid status/eligibility.

By signing this document, you acknowledge that you have reviewed this information and understand that these changes may occur during your enrollment.

Enrollment representatives are not authorized to make modifications to this document, either verbally or in writing, and any such attempted modification is not valid.

Name (please print clearly)

IRN

Signature

Date