

Concurrent Enrollment Cohort Memorandum of Understanding #21535

College of Health Professions Bachelor of Science in Nursing Pathway Program

This Concurrent Enrollment Cohort Memorandum of Understanding ("MOU") is entered into between the University of Phoenix, Inc. ("University") and Southern Regional Technical College ("School"), as of the date both parties have signed this MOU ("Effective Date").

The parties agree as follows:

- 1. Cohort Participants:** School shall provide scheduled groups of students who are currently enrolled in an Associate's Degree of Nursing program ("ADN Program") from School after the Effective Date of this MOU ("Eligible Students") who will enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program") as more fully described in Exhibit A the Statement of Work ("SOW") (hereinafter referred to as a Concurrent Enrollment Program Cohort, "CEP Cohort" or "CEP Cohorts"). The parties will execute a new SOW for each additional CEP Cohort. The parties agree that no additional action between the parties is required for any new SOW. Accordingly, the University will offer the program set forth in each SOW (hereinafter "Programs") to School 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. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.
- 2. Admission into the University:** Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.
- 3. Classes:** During the term of this MOU, University will provide all of the courses necessary for a CEP Cohort to take courses set forth in Exhibit A and complete the BSN Program. Each CEP Cohort course shall have a minimum of fifteen (15) students. The University shall have no obligation to offer any CEP Cohort course 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 CEP 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.
- 4. Information to Prospective Students:** 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 School or any prospective student.
- 5. University Policies and Procedures:** All CEP 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.
- 6. 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 School's employees, Eligible Students, 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.
- 7. New Student Orientation:** University will provide a new student orientation to CEP Cohort students. Such orientations will include information regarding the University's Code of Conduct and expected course schedule for completion of the BSN Program.
- 8. 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.
- 9. Class Scheduling:** 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 School's students enrolled in the course, and documented with a change of schedule form approved by the University Director of Academic Affairs.
- 10. Student Payment Policies and Fees:** It is the responsibility of CEP Cohort 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 a tuition reduction is provided for in an applicable SOW. Unless expressly set forth herein, or in an applicable SOW, CEP Cohort students are ultimately responsible for payment of all charges incurred as well as all financial policies and fees detailed in the University Catalog.

11. **Tuition Freeze:** Unless otherwise stated in an applicable SOW, eligible students will have their per-credit hour tuition maintained at the rates denoted in the tuition schedule that was in effect at the time at which they enrolled and will not incur increases to the tuition schedule as long as they remain eligible as set forth above. Courses may be scheduled as non-degree or under the degree program; both are valid scheduling methods for the offer.
12. **Termination of CEP Cohort:** This MOU may be terminated by either party upon thirty (30) days written notice. If this MOU 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. Students will be responsible for the tuition and fees associated with such location or modality.
13. **Regulatory Termination:** If this MOU would potentially have an adverse impact on either party's accreditation, or its license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, a party shall not be required to take any such action, or alternatively, may immediately terminate this MOU.
14. **Student Acknowledgements:** Students will be required to sign an MOU as set forth in Exhibit B acknowledging the terms of enrollment for the CEP Cohort.
15. **Marketing:** School will provide the opportunity for University to inform potential CEP Cohort students of this opportunity. Subject to prior written approval, each party grants the other party the right to use the other party's name and logo for purposes of this MOU only.
16. **Confidentiality:** School agrees that it will not disclose the terms of this MOU to any unrelated third party without the University's prior written consent.
17. **General Provisions:** This MOU does not create any rights, title, or interest for any person or entity other than School or the University. 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. 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 School.

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.

SOUTHERN REGIONAL TECHNICAL COLLEGE

UNIVERSITY OF PHOENIX, INC.

Dr. Craig R. Wentworth
 Signature
Dr. Craig R. Wentworth
 Printed Name
President
 Title
6/7/17
 Date

Jan Kramer
 Signature
 Jan Kramer
 Printed Name
 Dean of PARC
 Title
 Jun 12, 2017
 Date

Blair Westblom
 Blair Westblom (Jun 12, 2017)

EXHIBIT A – CEP COHORT MEMORANDUM OF UNDERSTANDING

Southern Regional Technical College Statement of Work #1

Program: Bachelor of Science in Nursing

Modality: Online

Projected Start Date: December 2017

Projected End Date: June 2020

Classes: All classes will be taught online.

Tuition Reduction: The University shall provide the following options to Eligible Students: (i) a tuition reduction that is equal to a twenty percent (20%) tuition reduction off all the courses in the University BSN Program divided by four (4) and applied to the first four (4) non-degree individual courses for which Eligible Students enroll in prior to admission into the University BSN program or (ii) a twenty percent (20%) tuition reduction off BSN program courses for Eligible Students participating in the CEP Cohort. This CEP Cohort tuition reduction cannot and shall not be combined with any other tuition reduction offer including but not limited to any University Scholarship and/or Grant opportunities and the total tuition reduction for Eligible Students participating in the CEP Cohort is set forth in this SOW. The University will waive the application fee for Eligible Students (excluding residents of the State of Florida). 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 or online. CEP Cohort students will pay tuition and any other fees directly to University in accordance with applicable University policies. Unless expressly set forth herein, CEP Cohort students are ultimately responsible for payment of all charges incurred as well as all financial policies and fees detailed in the University Catalog.

Tuition Freeze: Eligible students will have their per-credit hour tuition maintained at the rates denoted in the tuition schedule that was in effect at the time at which they enrolled and will not incur increases to the tuition schedule as long as they remain eligible as set forth above ("Tuition Freeze"). If a student is out of attendance for more than one year, the student will no longer be eligible for the Tuition Freeze. Courses may be scheduled as non-degree or under the degree program; both are valid scheduling methods for the offer. Please note: This Tuition Freeze is not available to residents of Georgia, Tennessee or West Virginia. This Tuition Freeze is also not applicable to students attending local campuses in Puerto Rico. This Tuition Freeze does not apply to students enrolling in certificate programs. This Tuition Freeze is valid for one degree program only and cannot be combined with any other promotion or offer unless specified in writing by the University otherwise.

EXHIBIT B - UNIVERSITY OF PHOENIX

CEP COHORT STUDENT MEMORANDUM OF UNDERSTANDING

Southern Regional Technical College

The University of Phoenix ("University") agrees to offer Southern Regional Technical College (including affiliates) (hereinafter "SRTC") students attending specific classes online in the designated Bachelor of Science in Nursing ("BSN") pathway program ("CEP Cohort") one of the following options upon the terms and conditions contained herein. By checking the box below you acknowledge that your options were explained to you and you understand and agree to the terms of that option. **IF YOU HAVE ANY QUESTIONS REGARDING THE OPTIONS SET FORTH BELOW, AND ANY FINANCIAL AID IMPLICATIONS, INCLUDING YOUR ELIGIBILITY AND AWARD, PLEASE CONTACT YOUR FINANCIAL AID ADVISOR PRIOR TO EXECUTING THIS CEP COHORT STUDENT MEMORANDUM OF UNDERSTANDING ("MOU"):**

OPTION 1

I AGREE TO A TUITION REDUCTION ON MY FIRST FOUR (4) COURSES ONLY PRIOR TO ADMISSION INTO THE BSN PROGRAM. The University will provide a tuition reduction that is equal to a twenty percent (20%) tuition reduction off all the courses in the University BSN Program divided by four (4) and applied to the first four (4) non-degree individual courses for which eligible students enroll in prior to admission into the University BSN program. The tuition reduction does not apply to any fees, resource materials or any other charge. I understand that should I be admitted into the BSN program I will not receive any further tuition reduction. I will be responsible for and agree to pay the then current tuition rate. Any financial aid borrowing options shall be at the then current tuition rate.

OPTION 2

I AGREE TO A TUITION REDUCTION ON ALL COURSES IN THE CEP COHORT. The University will provide a twenty percent (20%) tuition reduction off my CEP Cohort courses. The Tuition Reduction does not apply to any fees, resource materials or any other charge.

I ACKNOWLEDGE THAT THE UNIVERSITY MAY CHANGE ITS TUITION RATES AT ANY TIME. I FURTHER ACKNOWLEDGE THAT SHOULD THE UNIVERSITY INCREASE ITS TUITION RATES THAT I WILL BE ENTITLED TO MAINTAIN THE THEN CURRENT TUITION RATE AT THE TIME OF MY ENROLLMENT INTO THE BSN PROGRAM SO LONG AS I DON'T TAKE A BREAK IN ATTENDANCE FOR MORE THAN ONE YEAR ("TUITION FREEZE"). THE TUITION FREEZE IS NOT AVAILABLE IN GEORGIA, TENNESSEE OR WEST VIRGINIA AND IS NOT APPLICABLE TO STUDENTS ATTENDING LOCAL CAMPUSES IN PUERTO RICO. THIS TUITION FREEZE DOES NOT APPLY TO STUDENTS ENROLLING IN CERTIFICATE PROGRAMS. THIS TUITION FREEZE IS VALID FOR ONE DEGREE PROGRAM ONLY AND CANNOT BE COMBINED WITH ANY OTHER PROMOTION OR OFFER.

I agree to the following terms and conditions:

1. I acknowledge and agree that I am currently enrolled at SRTC in an Associate's Degree of Nursing program.
2. I have been provided a copy of the Bachelor of Science in Nursing pathway program and the University's transfer policies by an appropriate University representative. I acknowledge and agree that I understand the University's transfer policies and how the courses in the pathway program are applicable to my enrollment at SRTC and with the University.
3. The CEP Cohort will end when the final course in the pathway program is complete. No further tuition or fee reduction will be offered after the last course.
4. I agree to pay tuition and any fees directly to the University according to applicable University financial policies. If I am enrolling in individual courses with the University and not admitted into a University degree program while concurrently enrolled in SRTC completing my Associate's degree program, I acknowledge and agree that I will not be eligible for federal financial aid and will be obligated to pay all University tuition fees and costs with cash (or the equivalent) in accordance with federal laws and regulations. I further agree and acknowledge that I will not be eligible for federal financial aid with the University unless I am enrolled in a University degree program.
5. If for any reason the CEP Cohort is terminated, I acknowledge and agree that if I desire to continue to be enrolled with the University, I will be responsible for all tuition, fees, and costs at the then current rates as set forth by the University. If I chose OPTION 2, I will continue to receive a twenty percent (20%) reduction on tuition, provided I do not take a break in attendance for more than one year. If I am out of attendance for more than one year, I will no longer be eligible for the twenty percent (20%) tuition reduction. I further acknowledge that I may be required to complete the courses and if applicable my degree program at another location or in another modality depending upon class size and availability.
6. While students are allowed to take breaks between courses, I understand and acknowledge that if I take a break from the CEP Cohort I will not be able to continue to participate in the CEP Cohort and will no longer be eligible for the benefit provided by this MOU.
7. The tuition reductions set forth in this MOU cannot be combined with any other promotion or offer, tuition reduction, scholarship, or grant. Benefits from this MOU may impact your financial aid eligibility and/or award. You should contact your Finance Advisor for individual details as to how this benefit will impact your financial aid if you have questions.
8. Additionally, the University would like to make you aware of the following with respect to your enrollment.

- Not all University degree program concentrations are offered at all campuses. Concentration programs vary campus by campus and I have been informed and understand the specialty programs offered at the campus and/or location listed below that I am enrolling in.
- If I take a break from my schedule, the classroom instructional delivery method may not be available, and I may need to complete the balance of my degree program at a different campus location or online.
- I understand and acknowledge that if I am required to complete my degree program at a different campus location or online, I will be responsible for the current tuition rate for my program at that location or modality, as of the new date of enrollment in the class.
- I understand and acknowledge that a lapse in attendance of more than 14 days while enrolled in a University degree program could affect my financial aid status/eligibility.
- Courses may be scheduled as non-degree or under the degree program; both are valid scheduling methods for the offer.

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