Community College Education Service Agreement #24217

This Community College Education Service Agreement (the “Agreement”) is entered into as of the date both parties have signed (“Effective Date”) by and between Ohlone Community College District (“School”) with its principal place of business located at 43600 Mission Boulevard, Fremont, California 94539 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 (“University”).

1. Tuition Rate:

1.1 The University will offer Eligible Students (defined as either Associate degree graduates of School enrolled in a Community College Cohort or Associate Degree of Nursing students from School enrolled in a CEP Cohort) the Tuition Rate set forth in the applicable Statement of Work. The Tuition Rate shall not be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.

1.2 The University will waive the first two resource fees (books and materials fee) per each calendar year for Community College Cohort students as set forth in section 3 below until their program completion.

1.3 Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment with the University.

2. Concurrent Enrollment Cohort:

2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate’s Degree of Nursing program (“ADN Program”) from School (referred to as a “CEP Cohort”) after the Effective Date of this Agreement to enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program (“BSN Program”). The parties will mutually agree to the location, modality, type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work (“SOW”). Each Cohort shall have its own SOW issued by the University setting forth the above terms and does not require any further action by the parties and will be incorporated into this Agreement. 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.

2.2 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. Community College Cohort: During the term of this Agreement, School may provide scheduled groups of graduates (hereinafter referred to as a “Community College Cohort(s)”) that will commence a designated degree program (“Program”). The parties will mutually agree to the location, modality, type of cohort, start and end dates for the Program for specific Community College Cohorts on an applicable SOW. Each Community College Cohort will have a separate SOW issued by the University and does not require any further action by the parties and will be incorporated into this Agreement.

4. Cooperation: School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School 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 School.

a. Virtual and/or face-to-face information meetings at School site;

b. Virtual and/or face-to-face enrollment sessions at School site; and

c. Table displays in School’s common student areas.

5. Cohort Options: The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

“Closed Cohort”- School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

“Open Cohort”- School shall provide a minimum of fifteen (15) students for the cohort. Other University students may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

“Collaborative Cohort”- A collaborative cohort shall be defined as a cohort made up of School’s Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The
6. **Articulation:** Any course articulation shall be mutually agreed upon in a separate agreement.

7. **Marketing:**

7.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names ("Marks") of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.

7.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

7.3 Any marketing materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

7.4 The University will provide information to School to assist prospective students 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.

8. **Term and Termination:**

8.1 This Agreement shall remain in effect until terminated. Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement 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, the effected party may immediately terminate this Agreement upon written notice to the other.

8.2 If, for any reason, this Agreement is terminated, students may complete their Program at another location or online depending upon location, availability, class size and modality. Not all University programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at another location other than what is set forth in an applicable SOW will be the responsibility of the student.

9. **FERPA:** Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

10. **Admissions Evaluation:** All 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.

11. **Provision of Educational and Administrative Services:** Notwithstanding any other provision of this Agreement, 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 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.

12. **Notice.** Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically confirmed facsimile or email followed by written confirmation sent by mail to the address provided for below. The notice address for each party is in the opening paragraph and email and/or facsimile addresses are provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.
13. **General Provisions**: This Agreement 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 Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement 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. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement’s terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties’ obligations.

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.
COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

Ohlone Community College District Statement of Work #1

Concurrent Enrollment Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated ______________ by Ohlone Community College District (“School”) and University of Phoenix, Inc. (“University”) (hereinafter Agreement”) is entered into on ______________ (“Issue Date”) and incorporates the Agreement herein by this reference.

Program:  Bachelor of Science in Nursing

Modality:  Online

Projected Start Date:  June, 2021

Projected End Date:  August, 2022

Type of Cohort:  Collaborative Cohort

Premises:  All courses will be taught online

Tuition Rate:  $350 per credit hour.
Addendum 1 to Exhibit A for School Site Cohorts

These additional terms and conditions shall apply to all Cohorts held on School Premises provided to School pursuant to the Community College Education Service Agreement #CrNumber ("the "Agreement") by and between School and University. Any capitalized terms not defined herein shall have the same meaning as in the Agreement.

1. Approved Site Status: The University will seek required site approval of the School Premises from the Department of Education, State, and the Higher Learning Commission. Upon approval, the University will offer the Cohort as set forth in the Agreement.

2. Premises: School will provide a classroom with adequate and accessible space to be located at the Premises set forth in the SOW in order for the University to provide the courses to School’s employees enrolled in a Cohort for the duration of the Agreement.

3. Premises Requirements: School agrees that the Premises and the classrooms shall: (a) be adequate for fifteen (15) to twenty-five (25) students; (b) be climate controlled with proper air conditioning, heating and venting; (c) have trash receptacles, be clean and presentable; (d) have tables and chairs; and (e) must be ADA compliant. Restroom facilities and nearby open parking are additionally required.

4. Technical Support and Audio-Visual Equipment: School will provide the technical support and audio-visual equipment for the School Premises:
   - Wireless Internet connection (for student and faculty use)
   - Fax machine that can be accessed until end of class time and that is capable to fax long distance to 480 or 602 area code in Phoenix.
   - Laptop or Tower computer with internet
   - LCD projector
   - Speakers attached to the LCD
   - DVD unit attached to LCD projector
   - Whiteboard with working markers and functional eraser
   - Easel with paper pad for presentation in class
   - Power connection for students’ laptops

5. Classroom Sessions: It is the responsibility of students to remain in class during instructional sessions and not excuse themselves to perform other duties as employees of the School. The School shall make it mandatory for its employees enrolled in the Cohort to adhere to classroom participation.

6. Facility/Hospital Contact: Upon execution of the Agreement, School will provide house supervisor contact information and an evening facilities contact for any needed assistance.

7. Safety of Premises: School agrees that the Premises, restrooms, and parking facilities shall be safe and secure. School shall provide reasonable security for the Premises. The University shall not be responsible for any theft, damage and/or vandalism to the Premises, restrooms, parking area, equipment (including any audio-visual equipment provided by School), or to any student/employee personal property.

8. Substitute/Cancellation of Premises: If for some reason the Premises are not available pursuant to the Agreement due to either cancellation or substitution of classroom space, School agrees to provide at least five (5) days’ notice in advance of such change so that the University can inform the students and further agrees to provide an alternative classroom location that is equipped with the Premises Requirements as set forth in Paragraph 3 above. Failure to provide a substitute classroom shall be a breach of the Agreement. If the Premises is not available for two (2) consecutive classes then the University shall have the right to terminate the Agreement upon five (5) days’ notice.

9. Termination at School Premises: 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 Agreement, “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 employees’ student 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.

10. Class Scheduling at School Premises: A University representative will work with School to determine a course schedule (night of week and program start date) that meets the needs of School’s employees 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 between work and school 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 School’s employees enrolled in the course, and documented with a change of schedule form approved by the University Director of Academic Affairs.

11. Indemnification: School agrees to defend, indemnify and hold harmless University, its affiliates and related entities, and their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns (“University Indemnified Parties”), 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 by a third party against the University Indemnified Parties arising out of or from, or alleged to have arisen from School’s negligent acts or omissions regarding the Premises.