

Community College Education Service Agreement #25016

This Community College Education Service Agreement (the "Agreement") is entered into as of the date both parties have signed ("Effective Date") by and between State Fair Community College ("School") with its principal place of business located at 3201 W 16th Street, Sedalia, Missouri 65301 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University").

1. Cohort Tuition:

- 1.1** The University will offer Eligible Students (defined as Associate degree graduates of School enrolled in an online Community College Cohort) the Cohort tuition set forth in the applicable Statement of Work which 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. 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 online degree program ("Program"). The parties will mutually agree to the location, type of cohort, start and end dates of 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.

3. 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. 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.

4. Cohort Option: The parties will mutually agree to the following cohort option which will be included in an applicable SOW.

"Collaborative Cohort"- A collaborative cohort shall be defined as a cohort made up of School's Eligible Students and other University institutional client students. 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. All students in the collaborative cohort will attend the same classes in the same course sequence in the same online modality.

5. Articulation: Any course articulation shall be mutually agreed upon in a separate agreement.

6. Marketing:

6.1 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.

6.2 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.

6.3 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.

6.4 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.

7. Term and Termination:

- 7.1 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.
- 7.2 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.
- 8. **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.
- 9. **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.
- 10. **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.
- 11. **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.

UNIVERSITY

Name: Raghu Krishnaiah, Chief Operating Officer
Email address: salesoperations@phoenix.edu
Facsimile: 602-557-3015


SCHOOL

Name:
Email address:
Facsimile:

- 12. **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.
- 13. **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.

STATE FAIR COMMUNITY COLLEGE

UNIVERSITY OF PHOENIX, INC.




 Signature
 Joanna Anderson

 Printed Name
 President

 Title
 2/17/2022

 Date



 Signature
 McCeil Johnson

 Printed Name
 Vice President, Accreditation and Regulatory Compliance

 Title
 Feb 22, 2022

 Date

COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

State Fair Community College Statement of Work #1

Community College Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated _____ by State Fair Community College ("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: October, 2021

Projected End Date: November, 2022

Type of Cohort: Collaborative Cohort

Premises: All courses will be taught or online

Cohort Tuition: Associate Transfer tuition rate of \$350 per credit hour. The University will waive the first two (2) resource fees (books and materials fee) per each calendar year.