



**Alliance Memorandum of Understanding**

This Alliance Memorandum of Understanding ("MOU") dated as of May \_\_\_\_, 2014 (the "Effective Date"), is between University of Phoenix, Inc. ("University") with its principal place of business at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 and Gadsden Independent School District and its affiliates, ("Client") with its principal place of business located at 4950 Mcnutt Road, Santa Teresa, New Mexico 88008.

**Benefits Offered by University:**

1. The University will provide a ten percent (10%) tuition reduction to the Client's employees who meet the University's admission standards. This applies to any University program, including certificate programs, and single courses, including professional development courses. After the effective date of this MOU and after the date the student identifies as an employee of Client, 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 waive application fees for Client's employees (excluding residents of the State of Florida and Ohio).
3. The University will provide a link to a University website to assist employees with enrollment.
4. The University will provide information to be used, subject to Client's policies and discretion, to support the Client's internal promotion of continuing education.

**Client Contributions:**

1. Subject to the Client's policies, the Client will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.

**General Terms and Conditions:**

1. This MOU becomes effective on the Effective Date. Either party may terminate this MOU upon thirty (30) days prior written notice. If the University 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, the University may terminate the MOU immediately upon written notice to the Client.
2. Students who are currently enrolled prior to the date of termination will continue to receive the tuition reduction as more fully described herein under the terms of this Agreement for the program or course of study that the student is currently enrolled in, provided the student does not take a break in attendance for more than one year. If an employee is out of attendance for more than one year, the employee will no longer be eligible for the reductions provided for herein.
3. The University may use Client's name verbally for reference purposes only. Subject to prior written approval, the Client grants University a limited, non-exclusive right to use Client's name and logo in writing solely for purposes of fulfilling University's obligation pursuant to this MOU and making the courses and course materials available to Client's employees.
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 Client.
7. With the exception of either party's compliance with a request pursuant to public records laws and facilitation of receipt or provision of the services herein, both parties agree that they will not disclose the terms of this MOU to any unrelated third party's without the other party's prior written consent.

**GADSDEN INDEPENDENT SCHOOL DISTRICT**

**UNIVERSITY OF PHOENIX, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
James H. Eickhoff  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Senior Vice President, Workforce Solutions  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date