

Community College Education Service Agreement #27648

This Community College Education Service Agreement (the "Agreement") is entered into as of the date on which this Agreement first becomes fully executed by all parties hereto ("Effective Date") by and between Merritt College ("School") with its principal place of business located at 12500 Campus Drive, Oakland, California 94619 and The University of Phoenix, Inc. with its principal offices at 4035 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University").

1. Tuition Benefits for RN to BSN Students:

The University will offer Associate Degree of Nursing Graduates from School the following:

University will waive the tuition of every 6th course for Associate Degree of Nursing Graduates from School who enroll in the Registered Nurse to Bachelor of Science in Nursing (RN to BSN) degree program at the University, and complete 5 courses after the Effective Date of this Agreement as outlined below. This benefit will apply to Associate Degree of Nursing Graduates enrolled in the RN to BSN program only and cannot be combined with any University offer or promotion. All other degree, certificate, professional development and single courses are excluded. Eligible Associate Degree of Nursing Graduates are subject to the University's admission and academic policies and procedures. The benefit will apply after the student has disclosed the name of School within the University's Student Portal ("Portal") or through any other method of verification the University may require and the University has verified the credit transfers from School.

The University will waive the tuition of every sixth (6th) course for Associate Degree of Nursing Graduates from School who meet the following criteria:

- Have an Associate Degree in Nursing from School;
- Enroll or be enrolled in a RN to BSN University degree program after the Effective Date;
- Successfully start and complete five (5) courses as defined in the Academic Catalog after the Effective Date; and
- Enroll and post attendance (as defined in the University Academic Catalog) in the sixth (6th) course within a 365-day period from the first date of attendance in the student's first course after the Effective Date.

Once an eligible Associate Degree of Nursing Graduate achieves the 6th course tuition waiver, the 365 day period will start again from the first date of attendance in the next course.

If the eligible Associate Degree of Nursing Graduate does not achieve the 6th course tuition waiver within the initial 365 day period, the 365 day period will commence again from the first date of attendance in the first course after the initial 365 day period expired.

The tuition waiver applies only to the 6th course regardless if the Associate Degree of Nursing Graduate completes the course.

2. Concurrent Enrollment RN to BSN Cohort:

2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled (not graduated) in an Associate 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 online single courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program"). The parties will mutually agree to the type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work ("SOW"). Each CEP Cohort shall have its own SOW issued by the University setting forth the above terms including 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. Other Associate Concurrent Enrollment Programs:

During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in a qualified associate degree program at School (other than the ADN Program set forth in Section 2) ("Associate Cohort Students") that has been articulated by the University to enroll in identified single University online courses that have been mapped by the University to be applied to a specific University bachelor degree program ("Associate Concurrent Cohort"). The parties will mutually agree to the type of cohort, start and end dates for Associate Concurrent Cohorts as provided for on an applicable Statement of Work ("SOW"). Each Associate Concurrent Cohort shall have its own SOW issued by the University setting forth the above information and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, Associate Cohort Students will not be eligible for federal financial aid through the University for any bachelor degree courses until they are

fully admitted into the University bachelor degree program. The University will evaluate applications for admission in accordance with its usual standards for admissions. Associate Cohort Students will be eligible for financial aid with the University upon admission and enrollment into a University bachelor degree program only. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.

4. **Cooperation:** Scheduled in advance with a counselor coordinating the transfer function, School will provide the University the opportunity to inform students about the benefits of this Agreement in the same manner afforded other institutions. At a minimum, School may offer to University the following activities, with dates, times, and locations provided in advance and pre-approved by School.
- Virtual and/or face-to-face information meetings at School site, including an invitation to participate in School's annual Transfer Day;
 - Virtual and/or face-to-face enrollment sessions at School site; and
 - 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.

"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.

6. **Articulation:** Any course transfer agreements 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 in 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 external communications, including press releases, social media, website postings, emails and marketing materials produced pursuant to this Agreement must be approved by both parties before being released publicly. Additionally, any external communications, including press releases, social media, website postings, emails and marketing materials provided 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.
- UNIVERSITY
Name: Raghu Krishnaiah, Chief Operating Officer
Email address: salesoperations@phoenix.edu
Facsimile: 602-557-3015
- SCHOOL
Name: Steven Pantell, Ph.D.
Email address: spantell@peralta.edu
Facsimile: 510-436-2660
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. Notwithstanding anything to the contrary in this Agreement, this Agreement may be assigned by University to a purchaser of all or substantially all of the assets of University without the consent of the other party.
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.

MERRITT COLLEGE

Steven Pantell, Ph.D.

Signature

Steven Pantell, Ph.D.

Printed Name

Articulation Officer

Title

December 14, 2023

Date

THE UNIVERSITY OF PHOENIX, INC.



McCeil Johnson (Dec 15, 2023 14:59 MST)

Signature

McCeil Johnson

Printed Name

Vice President of Accreditation

Title

Dec 15, 2023

Date

COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

Merritt College Statement of Work #1

CEP Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated _____ by Merritt College ("School") and The 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*

Projected Start Date: June, 2024

Projected End Date: August, 2024

Type of Cohort: Collaborative Cohort

Cohort Tuition: Associate Transfer tuition rate of \$350 per credit hour. This tuition rate cannot be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.