

Alliance Memorandum of Understanding

This Alliance Memorandum of Understanding ("MOU") is between University of Phoenix, Inc. ("University") with its principal place of business at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 and Technical College System of Georgia ("TCSG") located at 1800 Century Place, Suite 400, Atlanta, Georgia 30345. This agreement shall include the Technical Colleges (each, an "Affiliated College") listed on Exhibit A.

Benefits Offered by University:

1. The University will provide a five percent (5%) tuition reduction and a one hundred percent (100%) Prior Learning Assessment ("PLA") reduction to TCSG's employees who enter one or more of the following University programs: 1) Bachelor Level or higher, 2) Certificate, 3) Single courses, including professional development courses; TCSG employees must otherwise meet the University's admission standards and identify themselves as TCSG employees to be eligible for the reductions. The reduced tuition will apply after the effective date of this MOU, to the then current rates at the time the student enrolls in a course. All students will be subject to the University's student policies.
2. The University will provide a five percent (5%) tuition reduction and a one hundred percent (100%) PLA reduction to new students entering into a Bachelor Level Degree Program at University who obtain an Associate's Degree from a TCSG institution after the effective date of this MOU. After the effective date of this MOU and after the date the student has been confirmed as having an Associate's Degree from a TCSG institution, 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 admission policies.
3. The University will provide a one hundred percent (100%) PLA reduction to students for the assessment of professional training that has not been transcribed as transferrable college level credit towards a degree program offered at the College or an Affiliated College. The MOU will cover training completed at the College or an affiliated skill or training center as listed on Exhibit B, after the effective date of this MOU. If no affiliated skill or training centers are listed on Exhibit B, then this provision shall only be effective for the College or Affiliated Colleges. Coursework which is remedial or developmental in nature is not eligible for assessment. All students are subject to the University's prior learning assessment policies.
4. A minimum grade of "C" (2.0) is required to waive a University undergraduate-required course.
5. The University shall provide a sample Program Transfer Guide ("PTG") illustrating how an Associate's Degree may transfer to a Bachelor's Degree offered at University.
6. The University will provide a link from the College's and/or each Affiliated College's internal website to a University website to assist employees with enrollment.
7. The University will provide information to support the College's internal promotion of continuing education.

TCSG Contributions:

1. TCSG represents and warrants that College and Affiliated Colleges are Associate-Degree Granting Institutions currently accredited by an approved regional or national accrediting body. University may terminate this agreement immediately upon a change in accreditation status and/or if TCSG fails to notify University of a change in accreditation status.
2. Subject to the TCSG's policies, the TCSG will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.
3. TCSG will update Exhibit A and B and provide an updated electronic copy to University within ten (10) business days of a new college, skill or training center being established or an existing skill or training center being discontinued.

General Terms and Conditions:

1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU upon thirty (30) days prior written notice. If either party 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, either party may terminate the MOU immediately upon written notice to the other party.
2. The University may use College's and each Affiliated College's name verbally for reference purposes only. TCSG grants the University the right to use the College's and each Affiliated College's name and logo in writing for purposes of this MOU only. TCSG warrants and represents that it has authority to grant the rights to University in this Section on behalf of each Affiliated College.

3. Each party acknowledges that the relationship with the other is that of an independent contractor
4. 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 Georgia. Jurisdiction for any claim, dispute, or lawsuit shall be Fulton County, Georgia.
5. This MOU does not create any rights, title, or interest for any entity other than the University and the TCSG.

TECHNICAL COLLEGE SYSTEM OF GEORGIA

UNIVERSITY OF PHOENIX, INC.

Josephine Reed Taylor

 Signature

William Piccolo

 Signature

Dr. Josephine Reed-Taylor
 Printed Name

William Piccolo, Ph.D.
 Printed Name

Deputy Commissioner
 Title

President
 Title

2/12/13
 Date

2/15/13
 Date

Exhibit A
TECHNICAL COLLEGES INCLUDED IN THIS AGREEMENT

Albany Technical College
Altamaha Technical College
Athens Technical College
Atlanta Technical College
Augusta Technical College
Central Georgia Technical College
Chattahoochee Technical College
Columbus Technical College
Georgia Northwestern Technical College
Georgia Piedmont Technical College
Gwinnett Technical College
Lanier Technical College
Middle Georgia Technical College
Moultrie Technical College
North Georgia Technical College
Oconee Fall Line
Ogeechee Technical College
Okefenokee Technical College
Savannah Technical College
South Georgia Technical College
Southeastern Technical College
Southern Crescent Technical College
Southwest Georgia Technical College
West Georgia Technical College
Wiregrass Georgia Technical College

Exhibit B
TECHNICAL COLLEGE SYSTEM OF GEORGIA AFFILIATED SKILL OR TRAINING CENTERS

Albany Tech – Randolph County Learning Center
Altamaha Tech – Baxley Campus, Hazlehurst Campus, Golden Isles Campus, Camden Campus
Athens Tech - Elbert County Campus, Green County Campus, Walton County Campus
Augusta Tech – Thomson-McDuffie Campus, Waynesboro/Burke County Campus, Grovetown-Columbia Campus
Central Georgia – Crawford County Center, Jones County Center, Milledgeville Campus, Putnam County Center, Twiggs County Center
Chattahoochee Tech – Appalachian Campus, Austell Campus, Canton Campus, Mountain View Campus, North Metro Campus, Paulding Campus, Woodstock Campus, South Cobb Campus
Georgia Northwestern – Walker County Campus, Gordon County Campus, Polk County Campus, Whitfield Murray Campus
Georgia Piedmont – Community Education Center, Covington/Newton Campus, Newton Center, Paul M. Starnes Center, Regional Transportation Training Center, Rockdale Center
Lanier Tech – Dawson Campus, Forsyth Campus, Jackson County Campus, Winder/Barrow Campus
Middle Georgia Tech – Houston County Career and Technology Center, Sam Way Sr. Learning Center
Moultrie Tech – Industrial Drive Campus, Tifton Campus, Turner County Campus, Worth County Campus
North Georgia Tech – Blairsville Campus, Currahee Campus
Oconee Fall Line Tech – Oconee Fall Line North Campus, Oconee Fall Line South Campus, Hancock County Center, Jefferson County Center, Little Ocmulgee Center, Transportation Center, Dodge County Instructional Center
Ogeechee Tech – Commercial Truck Driving Center, Evans County Workforce Development Center, Evans Technical Education Complex, Screven County Workforce Development Center
Okefenokee Tech - Alma Campus
Savannah Tech – Crossroads Campus, Liberty Campus, Effingham Campus
South Georgia Tech – Crisp County Center
Southeastern Technical College – Swainsboro Campus, Candler County Campus, Commercial Truck Driving Facility, Economic Development Center, Glennville Campus, Jenkins County Center, Johnson County Center, STC Extension, Treutlen County Workforce Development Center
Southern Crescent Tech – Butts County Workforce Training Center, Flint River Campus, Jasper County Workforce Training Center, Henry County Center, Taylor County Center
Southwest Georgia Tech – Grady County Campus, Mitchell County Campus
West Georgia Tech – West Georgia Campus, Carroll Campus, Coweta Campus Central Education Center, Douglas Campus, Heard County Workforce Development Center, Meriwether County Workforce Development Center, Troup County East Campus, Murphy Campus
Wiregrass Georgia Tech – Ben Hill-Irwin Campus, Coffee County Campus, Cook County Center