May 30, 2012

University of Hawaii Community Colleges
Attn: President Morton
2444 Dole Street
Honolulu, Hawaii 96822

Dear President John Morton,

On behalf of University of Phoenix and our Community College Center of Excellence, I would like to express my enthusiasm and appreciation for this alliance. Now more than ever, higher education institutions are called to align in support of student success.

The vision of the Community College Center of Excellence is to “build a world class workforce through community college alliances.” To signify the beginning of the realization of this vision, we are pleased to share the enclosed copy of your Alliance Memorandum of Understanding with University of Phoenix. As a committed partner, we offer you the following benefits:

- Tuition reduction for University of Phoenix transfer students who complete an associate degree at your college
- Tuition reduction for your employees who enter into Bachelor’s level and above programs at University of Phoenix
- Prior Learning Assessment Fee Waivers for non-credit coursework
- Student Transfer Trends and Outcomes Reporting to measure student success
- Transfer Pathways that clearly outline how courses from your associate degrees apply to baccalaureate programs at University of Phoenix
- Invitations to market-based advisory team meetings in stride with our UOPX P3 Initiative: Postsecondary Pathways to Performance; these forums unite business, academic, and diversity leaders for performance-based outcomes achieved when education providers respond to the skills gap issues impacting businesses nationwide

With Cindy Naito as your college’s local University of Phoenix Workforce Solutions Advisor, please know that our team is standing by ready to ensure that the alliance between our institutions is mutually beneficial, effective, and most of all, student-centric.

I look forward to serving students with you.

Sincerely,

Dr. Bill Pepicello
President
University of Phoenix

*Please reference the Alliance Memorandum of Understanding to see the full explanation and outline of benefits.
University of Phoenix is accredited by The Higher Learning Commission and is a member of the North Central Association (ncahlc.org)
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 University of Hawaii Community Colleges ("College") located at 2444 Dole Street, Honolulu, Hawaii 96822. This agreement shall include the Community 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 College's and Affiliated College's employees who enter into a Bachelor Level Program or higher, including certificate programs, and single courses, including professional development courses, who meet the University's admission standards. After the effective date of this MOU and after the date the student identifies as an employee of College or Affiliated College, 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 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 College or an Affiliated College 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 College or an Affiliated College, 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 transcripted 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 at 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. The University shall provide a Course Transfer Guide ("CTG") in a PDF file which will include course-by-course transfer categories for lower division degree applicable college level courses from the College or an Affiliated College that are eligible for credit towards general education and elective categories at the University. Students shall be subject to the University's transfer policies. Additional general education credits may be needed to fulfill specific degree program requirements.

5. A minimum grade of "C" (2.0) is required to waive a University undergraduate-required course.

6. 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. The School agrees to permit the University to publish the PTG publicly on phoenix.edu.

7. 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.

8. The University will provide information to support the College's internal promotion of continuing education.

College Contributions:

1. College 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 College fails to notify University of a change in accreditation status.

2. The College and Affiliated Colleges will make downloadable copies of their course catalogues available on an annual basis for University of Phoenix course transfer evaluations. The College agrees to permit the University to publish the Course Transfer Guides publicly on phoenix.edu.

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

4. The College will update Exhibit B and provide an updated electronic copy to University within ten (10) business days of a new skill or training center being established or an existing skill or training center being discontinued.

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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. The College 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. College 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 Hawaii. Jurisdiction for any claim, dispute, or lawsuit shall be Honolulu County, Hawaii.

5. This MOU does not create any rights, title, or interest for any entity other than the University and the College.

UNIVERSITY OF HAWAII
COMMUNITY COLLEGES

[Signature]
John Morton
Printed Name
Vice President for Community Colleges
Title
April 24, 2012
Date

UNIVERSITY OF PHOENIX, INC.

[Signature]
William Peplullo, Ph.D.
Printed Name
President
Title
5/7/12
Date
EXHIBIT A
COMMUNITY COLLEGES INCLUDED IN THIS AGREEMENT

(Island of Oahu)
Kapolei Community College
Windward Community College
Leeward Community College
Honolulu Community College
University of Hawai'i-West Oahu
University of Hawai'i-Manoa
(Island of Kauai)
Kauai Community College
(Island of Hawai'i/Big Island)
Hawaii Community College
University of Hilo
(Island of Maui)
University of Hawai'i Maui College