

**AMENDMENT NUMBER 1**  
**TO THE ALLIANCE MEMORANDUM OF UNDERSTANDING BETWEEN**  
**UNIVERSITY OF PHOENIX, INC. AND FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE**

The Alliance Memorandum of Understanding by and between University of Phoenix, Inc. ("University") and Fayetteville Technical Community College ("Client") effective November 30, 2011 ("Agreement") is hereby amended by this Amendment Number 1 ("Amendment") as follows:

The following paragraph shall be added to the "Benefits Offered by University" section as paragraph 9:

9. Subject to FERPA and applicable laws and regulations, the University will provide the School with quarterly reporting that will inform the School as to which currently enrolled University students may be eligible for an Associate degree award at the School as a result of their enrollment with the University. In accordance with applicable laws and regulations, the timing of the report and the transfer of the information will be delivered in a format mutually agreed upon by the School and University. The School will be solely responsible for all communications, notifications, and advisements to the students set forth in the reports who are eligible for an Associate degree award. School shall be solely responsible for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the School; provided, however, that any use of the University's name, image or likeness shall require University's prior written consent. The University does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree is at the discretion of the receiving institution. It is the student's responsibility to confirm whether or not credits earned at the University will be accepted by School or another institution of the student's choice.

This Amendment shall become effective on the date both parties have signed this Amendment.

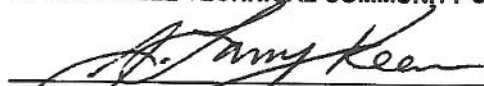
Except as amended herein, the terms and conditions in the Agreement shall remain and continue in full force and effect.

Each party represents and warrants that the person executing this Amendment is duly authorized to bind and to act on behalf of his or her respective institution.

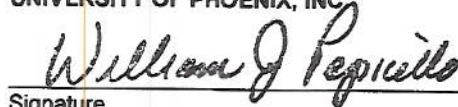
The Client agrees that it will not disclose the terms of this Amendment to any unrelated third party without the University's prior written consent.

Agreed and accepted:

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

  
\_\_\_\_\_  
Signature  
J. LARRY KEEN  
\_\_\_\_\_  
Printed Name  
PRESIDENT  
\_\_\_\_\_  
Title  
2-6-14  
\_\_\_\_\_  
Date

UNIVERSITY OF PHOENIX, INC.

  
\_\_\_\_\_  
Signature  
William Pepicello, Ph.D.  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Title  
2/13/14  
\_\_\_\_\_  
Date

## 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 S. Riverpoint Parkway, Phoenix, Arizona 85040 and Fayetteville Technical Community College ("School") located at 201 Hull Road, Fayetteville, North Carolina 28303.

### **Benefits Offered by University:**

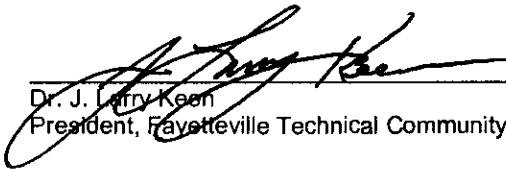
1. The University will provide a five percent (5%) tuition reduction and a one hundred percent (100%) Prior Learning Assessment ("PLA") reduction to School's employees who enter into a Bachelor Level Program or higher, including professional development courses and certificate programs, who meet the University's admission standards. After the effective date of this MOU and after the date the student identifies as an employee of School, 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 School 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 School, 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 School. The MOU will cover training completed at the school or an affiliated skill or training center as listed on Addendum A, after the effective date of this MOU. If no affiliated skill or training centers are listed on Addendum A, then this provision shall only be effective for the School as listed above. 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 School 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 School's internal website to a University website to assist employees with enrollment.
8. The University will provide information to support the School's internal promotion of continuing education.

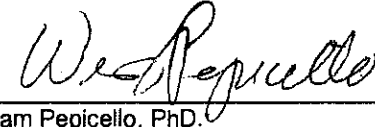
### **School Contributions:**

1. School represents and warrants that it is an Associate-Degree Granting Institution currently accredited by an approved regional accrediting body. School agrees that it is its responsibility to notify University immediately of any adverse changes in its accreditation status. University may terminate this agreement immediately upon a change in accreditation status and/or if School fails to notify University of a change in accreditation status.
2. The school will make its course catalogue available on an annual basis for University of Phoenix course transfer evaluations. The School agrees to permit the University to publish the Course Transfer Guide publicly on phoenix.edu.
3. Subject to the School's policies, the School will work with the University to communicate the benefits of this MOU and the many educational opportunities available at the University.
4. The School will update Addendum A 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.

### **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 Client's name verbally for reference purposes only. The School grants the University the right to use the School's name and logo in writing for purposes of this MOU only.
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.
5. This MOU does not create any rights, title, or interest for any entity other than the University and the School.
6. The School agrees that it will not disclose the terms of this MOU to any unrelated third party without the University's prior written consent.

  
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Dr. J. Larry Keen  
President, Fayetteville Technical Community College

  
\_\_\_\_\_  
William Pepicello, PhD.  
President, University of Phoenix, Inc.

Date: 11-22-11

Date: 11/30/11