COUNTY AGENDA REQUEST

Department:	Human Resources	Presenter(s):	Lewis Patterson
Meeting Date:	Thursday, August 29, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to enter into an Alliance Memorandum of Understanding with the University of Phoenix that will provide a five percent (5%) tuition reduction to Fayette County's employees who meet the University's admission standards.

Background/History/Details:

The University of Phoenix is a for-profit university headquartered in Phoenix, Arizona. It has 112 campuses worldwide and it confers degrees in over 100 degree programs at the associate, bachelor's, master's, and doctoral degree levels. The university has an open-admission policy, requiring a high-school diploma, GED, or its equivalent as its criterion for admissions. It also provides associate or bachelor's degree applicants opportunity for advanced placement through its prior-learning assessment, through which college credit can come from experiential learning essays, corporate training, and certificates or licenses.

Staff recommends entering into an Alliance Memorandum of Understanding with the University of Phoenix through which the university will offer county employees a five percent (5%) tuition reduction for employees who meet admission standards. This agreement would apply for any University program, including certificate programs and single courses, including professional development courses. All students will be subject to the University's student policies.

Fayette County, subject to its policies and discretion, will work with the University to communicate the benefits of the Alliance Memorandum of Understanding and the many educational opportunities available at the University.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an Alliance Memorandum of Understanding with the University of Phoenix that will provide a five percent (5%) tuition reduction to Fayette County's employees who meet the University's admission standards.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Alumni of the University of Phoenix include United States Navy Admiral Kirkland H. Donald, former WNBA center Lisa Leslie, former NBA center Shaquille O'Neil; Unites States Secretary of Transportation Mary Peters and U.S. Cybersecurity Coordinator Howard Schmidt.

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 Fayette County and its affiliates, ("Client") with its principal place of business located at 140 Stonewall Avenue W, Suite 100, Fayetteville, Georgia 30214.

Benefits Offered by University:

1. The University will provide a five percent (5%) 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 subsequently 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 provide a link to a University website to assist employees with enrollment.

3. 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 and discretion, 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 date both parties have signed the MOU. 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 Georgia Jurisdiction for any claim, dispute, or lawsuit shall be Fayette County, Georgia

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 parties without the other party's prior written consent.

FAYETTE COUNTY	**UNIVERSITY OF PHOENIX, INC.**
_____	_____
Signature	Signature
_____	William Pepicello, Ph.D.
Printed Name	Printed Name
_____	President
Title	Title
_____	_____
Date	Date