

**CITY CLERK  
ORIGINAL  
Ottawa University**

**Adult, Professional and Online Studies  
Municipal Corporation Education Program Agreement**

**City of Glendale  
October 1, 2015**

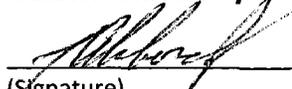
This agreement (the "Agreement") is made as of **October 1 2015** (the "Effective Date") by and between the **City of Glendale** and Ottawa University, and enables **City of Glendale** to participate in Ottawa University's Corporate Education Program (the "Program") for the term of this agreement.

1. Provided that the employee identifies **City of Glendale** as his or her employer on the Ottawa University Application for Admission Form, **City of Glendale** employees who attend Ottawa University's programs shall receive a waiver of the application fee normally required by Ottawa University. No application fee credit or repayment shall be made for any **City of Glendale** employee already enrolled at Ottawa University. In addition, such student will be charged tuition at **88%** (Platinum - see Appendix A) of the tuition rate effective on the date the student submits an application for admission to Ottawa University and applicable to the student's chosen program, location and delivery mode, such tuition savings not commencing until the first full semester after the Effective Date. No tuition credit, repayment, reparation or refund shall be made for or to any **City of Glendale** employee relating to classes which commenced prior to the first full term after the Effective Date. **City of Glendale** employees shall not be entitled to any other tuition savings and are subject to all other requirements, including but not limited to admissions requirements and academic policy as set forth in the respective Ottawa University catalogs and any addendums.
2. Notwithstanding anything to the contrary, the **City of Glendale** employee is free to apply for any separate scholarship program, military pricing program, or other tuition savings program for which he or she is eligible, understanding that Ottawa University makes no guarantee that the employee will receive any such scholarship, military pricing, or other tuition savings. A student may participate in only one such scholarship, military pricing, other tuition savings program, or this Agreement.
3. The employee/student will be responsible for payment of all tuition costs and other fees to Ottawa University in accordance with Ottawa University's financial clearance policies and procedures. Students will have access to a personal finance advisor who will provide counsel on available payment options and the specific requirements of each payment method.
4. The term of the Agreement is two (2) years from the Effective Date and may be renewed for one (1) additional two (2) year term if the City sends Ottawa University written notice of at least sixty (60) days before the expiration of the then current term of this Agreement.
5. (a) **City of Glendale** is hereby granted a limited, non-assignable, non-exclusive license to use the Ottawa University name, trademark, and logo during the term of this Agreement for the sole purpose of performing **City of Glendale** obligations under this Agreement; and Ottawa University is hereby granted a limited, non-exclusive license to use **City of Glendale** name, trademark, and logo during the term of this Agreement for the sole purpose of marketing to **City of Glendale** employees any **City of Glendale** educational events sponsored in conjunction with Ottawa University. (b) Upon termination of this Agreement, the foregoing limited licenses will immediately terminate and each party shall cease all such aforementioned use and discard, destroy, or delete any printed and electronic marketing materials containing the name, trademark, or logo of the other party. (c) Neither party shall use the name, trademark, or logo of the other party in any way that would cause confusion in the public mind as to the relationship between the parties, and neither party shall by virtue of this Agreement, gain any right, title, or interest in any name, trademark, or logo of the other party.

6. During the term of this Agreement, **City of Glendale** will work with Ottawa University to grant access to **City of Glendale** employees in order to organize informational events promoting Ottawa University programs through mutually agreeable events, such as information tables, lunch and learn events, seminars/speakers on mutually agreed topics, and other marketing activities and events as the parties may agree as referenced in Appendix A. If **City of Glendale** internal policies prohibit specific onsite events, **City of Glendale** will provide opportunity for Ottawa University to offer Webinars to those employees wishing to take advantage of that informational method.
7. The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being employee, agent, joint venture, or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this Agreement.
8. (a) Either party may terminate this Agreement for material breach by the other party upon giving the other party fifteen (15) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach with the fifteen (15) day cure period. (b) Either party may terminate this Agreement for convenience by giving the other party thirty (30) days prior written notice of such termination.
9. This Agreement shall be governed and construed according to the laws of the State of Arizona.
10. Fully executed scanned electronic versions of this Agreement shall be considered to be originals for the purposes of enforcement.

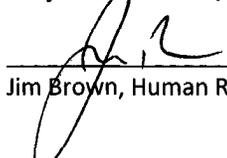
In WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year indicated below:

**Ottawa University**

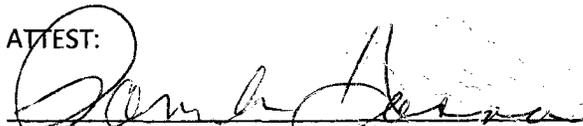
  
\_\_\_\_\_  
(Signature)  
J. Clark Ribordy, Chief Financial Officer

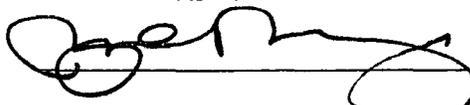
10-1-2015  
Date

**City of Glendale, Arizona**

  
\_\_\_\_\_  
Jim Brown, Human Resources & Risk Management Director

10/02/15  
Date

ATTEST:  
  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Date

**Ottawa University**  
**Adult, Professional and Online Studies**  
**Corporate Education Program**  
**Appendix A**

**Platinum Program** – 88% of the prevailing tuition rate

- Announce via intranet
- Announce via employee newsletter
- Send out dedicated employee email
- Hang posters
- Place tent cards
- Merchandise brochures
- Co-branded communication
- On-site information sessions
- Meeting with education leader annually