

**EMPLOYEE TUITION DISCOUNT AGREEMENT**

THIS Employee Tuition Discount Agreement ("Agreement") is entered into as of the 1<sup>st</sup> day of August 2016 (the "Effective Date"), by and between City of Glendale, Arizona and Aspen University Inc., a Delaware corporation ("Aspen").

WHEREAS, City of Glendale is an Arizona municipal corporation, and

WHEREAS, Aspen is an online post-secondary education company, nationally accredited by the Accrediting Commission, Distance Education Accrediting Commission ("DEAC") and the Commission on Collegiate Nursing Education (CCNE) providing degrees in the following programs: Bachelor of Science in Nursing (RN to BSN) Program, RN to MSN Program, and Master of Science in Nursing (MSN) Program ("Programs"). .

WHEREAS, the parties desire to enter into an agreement whereby Aspen will offer its Programs to City of Glendale employees at a discounted rate, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereafter set forth, the parties agree as follows:

1. **Aspen's Programs.** The educational programs that will be offered to City of Glendale employees are fully described in the Aspen website [www.aspen.edu](http://www.aspen.edu) (the "Website").
2. **Promotion of Programs.** City of Glendale agrees to work with Aspen to create and make available to City of Glendale employees marketing materials which describe the Programs.
3. **Term.** The term of this Agreement shall be a period of four years from the Effective Date, unless terminated pursuant to the provisions of Section 5 below.
4. **Tuition Rates; Payment Terms and Conditions.**
  - a. City employees shall be provided a 10% discount off the normal tuition rates as set forth from time to time on the Website for every course taken at Aspen. Glendale employees need not take more than one course, pursue a degree or complete a Program in order to enjoy this benefit.
  - b. Notwithstanding the tuition discount provided in subparagraph A. above, 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 Aspen 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.

c. The City employee/student will be responsible for payment of all tuition costs and other fees to Aspen in accordance with Aspen's financial policies and procedures. The City is in no way responsible for payment of any tuition or fees of the City employee/student.5.

5. **Termination.** Either party may terminate the Agreement only for the following reasons:

(a) City of Glendale may terminate immediately upon notice in the event:

(i) The City determines, in its sole unreviewable discretion, that there has been repeated and systematic failure of performance by Aspen in the operation and implementation of the Programs. In determining if there has been a systematic failure of performance, the City may take into account repeated or substantial complaints by its employees regarding the Programs;

(ii) Aspen is no longer accredited by DEAC or another approved accrediting body by the Department of Education;

(iii) Aspen enters into bankruptcy or liquidation whether compulsory or voluntarily or has a receiver appointed for all or any part of its assets, which proceeding has not been dismissed within 20 days from initiation.

(b) Aspen may terminate immediately upon notice in the event:

(i) There has been a material breach of any obligation of City of Glendale which has not been cured within a period of 30 days after written notice specifying the breach has been sent to City of Glendale; and

(ii) City of Glendale enters into bankruptcy or liquidation whether compulsory or voluntarily or has a receiver appointed for all or any part of its assets, which proceeding has not been dismissed within 20 days from initiation.

6. **Notices. Notices and Addresses.** All notices, offers, acceptance and any other acts under this Agreement shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by Federal Express or similar overnight next business day delivery, or by email delivery followed by overnight next business day delivery, as follows:

To City of Glendale Address:

City of Glendale Human Resources & Risk Management Department  
5850 W Glendale Ave, Suite B56  
Glendale, AZ 85301  
Attention: Jim Brown, Director  
Email: [JWBrown@GlendaleAZ.Com](mailto:JWBrown@GlendaleAZ.Com)

To Aspen:

1660 S. Albion St., Suite 525  
Denver, Colorado 80222  
Attention: Michael Mathews, Chief Executive Officer  
Email: [michael.mathews@aspen.edu](mailto:michael.mathews@aspen.edu)

With Copy To:

Michael D. Harris, Esquire  
Nason, Yeager, Gerson, White & Lioce, P.A.  
1645 Palm Beach Lakes Boulevard, Suite 1200  
West Palm Beach, Florida 33401  
Email: [mharris@nasonyeager.com](mailto:mharris@nasonyeager.com)

or to such other address as either of them, by notice to the other may designate from time to time.

7. **Governing Law and Construction.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Arizona without regard to principles of conflicts of laws. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation.

8. **Exclusive Jurisdiction and Venue.** Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state or federal courts of the United States, State of Arizona and venue shall be in the County of Maricopa. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

9. **Entire Agreement.** This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between the parties with regard to the subject matter hereof and supersedes all prior discussions and agreements with regard thereto, whether written or oral.

10. **Binding Effect.** This Agreement shall bind and accrue to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors in interest.

11. **Assignment.** Except as otherwise provided herein, neither party shall be entitled to assign any of its rights or delegate any of its obligations under this Agreement without the prior consent of the other, which consent shall not be unreasonably withheld or conditioned.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Waiver.** The waiver by one party of a breach of any provisions of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provisions by the other party.

14. **Non-Discrimination Policies.** Aspen agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

15. **Immigration Compliance.** Aspen and the City have registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program. Aspen and the City warrant compliance with all federal immigration laws and understand that any breach of this warranty subjects the breaching party to penalties, including termination of this Agreement. Aspen and the City have the right to inspect the papers of the other party's employees who work on the Agreement to ensure that that party is complying with the warranty required under paragraph (A)(1) of A.R.S. §41-4401.

16. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

17. **Independent Contractor.** 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.

*(Signatures Follow on Next Page)*

IN WITNESS WHERE OF, City of Glendale and Aspen have caused this Agreement to be executed on the proper authority as of the date first above written.

CITY OF GLENDALE

ASPEN UNIVERSITY INC

By:   
Jim Brown, Director  
Human Resources & Risk Management

By:   
Michael Mathews,  
Chief Executive Officer

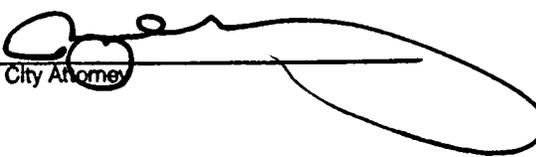
Date: 5/9/16

Date: 7/27/16

**ATTEST:**

  
City Clerk

Approved as to form

  
City Attorney