

## **EDUCATIONAL PARTNERSHIP AGREEMENT**

**between**

**DREXEL UNIVERSITY ONLINE**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Educational Partnership Agreement (hereafter, the "Agreement") is made as of the 2nd of October, 2018 by and between **Drexel University Online**, 3025 Market Street, Suite 300, Philadelphia, PA 19104 (hereafter referred to as "DUO"), and the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 1015 Half Street, S.E., Washington, D.C. 20003 (hereafter referred to as "DCHR"), collectively referred to as the "Parties" and individually as a "Party."

### **A. PURPOSE AND SCOPE:**

The purpose of this Agreement is to form a partnership between DUO and DCHR to increase the capacity and educational level of the District of Columbia workforce by providing District of Columbia government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

### **B. RESPONSIBILITIES OF DUO:**

1. At no cost to the District of Columbia government or DCHR, DUO will provide a reduced tuition rate of 10-40% (Appendix A) to District of Columbia government employees, board members, and such individuals' immediate family members who participate in online programs and courses offered through DUO. Tuition and fee rates are subject to change each academic year as determined by the Drexel University Board of Trustees. Tuition rates for each academic year are posted on the [online.drexel.edu](http://online.drexel.edu) website each May, go into effect for the following Fall Term, and are expected to remain in effect for that academic year. A revised version of Appendix A will be provided to DCHR at the start of each academic year.
2. DUO will provide marketing materials to DCHR to use, subject to DCHR's and the District of Columbia government's policies and discretion, in order to support internal promotion or partnership benefits.

3. Drexel University's standards for admission, as well as all other student policies published at the time any District of Columbia government employee, board member and/or their immediate family member seeks enrollment, shall apply.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will invite representatives from DUO to participate in government-wide events which DCHR has determined promotion of the programs associated with this Agreement will be appropriate and beneficial to District of Columbia government employees.
2. DCHR will distribute marketing materials to the District government workforce, subject to DCHR's and the District of Columbia government's policies and discretion, in order to inform District government employees of the programs associates with this Agreement.

**D. DURATION OF AGREEMENT:**

The duration of this Agreement shall be from October 1, 2018 to September 30, 2020, unless terminated in writing by the Parties pursuant to Section H of this Agreement. Both Parties may agree to extend this Agreement at any time by executing a modification pursuant to Section I of this Agreement.

**E. GENERAL TERMS:**

1. DUO will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by DUO in writing. Likewise, DCHR will provide DUO with a depiction of its logo, and DUO is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. References by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. DCHR and DUO are independent entities and nothing in this Agreement shall be construed to create an agency, employer/employee, joint venture or any other similar relationship between the Parties. Neither Party shall have the authority to make any

commitment on behalf of the other.

3. The Parties agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable local and federal laws and DCHR policies.

**F. NOTICE:**

The following individuals are the contact points for each Party under this Agreement:

**DREXEL UNIVERSITY ONLINE**

Patricia Bush-McManus  
Assistant Vice President – SP  
3025 Market Street, Ste 18  
Philadelphia, PA 19104  
215-895-0951

**D.C. Department of Human Resources**

Willair St. Vil  
Lead HR Specialist  
1015 Half Street NW, 9th Floor  
Washington, D.C. 20003  
(202) 442-9601

**G. CONFIDENTIALITY:**

The Parties acknowledge that their relationship may entail the sharing of confidential information. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business, employee, and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only, and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents requiring such access, to inform all such employees and agents of the confidential nature of the information and to require each such employee or agent to agree to protect the privacy and confidentiality of such information. DUO agrees to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records as well as all other applicable local and federal privacy laws.

#### **H. TERMINATION:**

Either Party may terminate this Agreement in whole or in part by giving at least sixty (60) calendar days advanced written notice to the other Party. Upon termination, the District of Columbia government employees, board members and their immediate family members will no longer be eligible for the discounted pricing established by this Agreement and will be notified within a reasonable amount of time of changes to their student account; provided, termination of this Agreement by either Party will not affect tuition and/or fee discounts for currently enrolled District employees, board members and their immediate family members for the remainder of the then-current academic term or for District employees, board members and their immediate family members who have enrolled and paid tuition and/or fees for an upcoming academic term.

#### **I. MODIFICATIONS:**

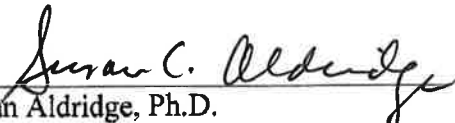
The terms and conditions of this Agreement may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of both Parties.

#### **J. MISCELLANEOUS:**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive laws of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

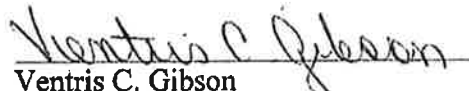
IN WITNESS WHEREOF, the Parties hereto executed this Agreement effective on the date indicated above.

**DREXEL UNIVERSITY ONLINE**

  
Susan Aldridge, Ph.D.  
President, Drexel University Online

Date 10/17/18

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN RESOURCES**

  
Ventris C. Gibson  
Director, DC Department of Human Resources

Date 10-16-18

**EDUCATIONAL PARTNERSHIP  
MEMORANDUM of AGREEMENT**  
between  
**EXCELSIOR COLLEGE**  
and  
**THE DISTRICT OF COLUMBIA**

This Memorandum of Agreement (MOA) is made as of the 14th day of August, 2015 by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter referred to as "Excelsior"), and the government of the District of Columbia, a government entity organized and operating under the laws of the District of Columbia, having its principal office located at 1350 Pennsylvania Ave., N.W., Washington, D.C. 20004 (hereafter referred to as the "District"), collectively the "Parties" and individually a "Party".

**Benefits Offered by Excelsior College:**

1. Excelsior will provide the District's employees and their spouses or domestic partners who enroll in Excelsior after the effective date of this Agreement with a special discount from its stated fees and tuition, consistent with the pricing schedules, accessible through the following Excelsior website, <http://www.excelsior.edu/web/partners/corporate>. Excelsior will provide the District with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates detailed on the aforementioned link.
2. Subject to the District's policies and discretion, Excelsior will provide marketing materials to the District in order to support internal promotion of partnership benefits.
3. As a part of this agreement, the District will also have access to Excelsior College's National Cybersecurity Institute. That access includes access to research and scholarship on the latest issues in cybersecurity, monthly free webinars and blog postings, 30 subscriptions to the institute's monthly newsletter, and 30 copies of the Institute's books and journals on cybersecurity issues.

**Partner Contributions:**

1. Subject to the District's policies and discretion, the District will work with Excelsior to communicate the benefits of this MOA and many educational opportunities available at the College.

**General Terms:**

1. Excelsior will provide the District with a depiction of its logo and approved text, and the District is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Excelsior in writing. Likewise, the District will provide Excelsior with a depiction of its logo, and Excelsior is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party without the prior written approval of that Party. The text of all references by either Party to the other Party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other Party.


2. Excelsior's standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner seeks enrollment will apply.
3. The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees and their spouses or domestic partners will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account.
4. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.
5. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorney's fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
6. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.
7. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
8. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
9. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**EXCELSIOR COLLEGE**

**DISTRICT OF COLUMBIA**

\_\_\_\_\_  
James N. Baldwin  
Vice President and Chief of Staff

  
\_\_\_\_\_  
Ventris C. Gibson  
Director, DC Department of Human Resources

\_\_\_\_\_  
Date

11-23-15  
\_\_\_\_\_  
Date



**EDUCATIONAL PARTNERSHIP  
AGREEMENT**

**Between**

**SOUTHERN NEW HAMPSHIRE UNIVERSITY**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Educational Partnership Agreement (hereafter “Agreement”) is made as of the 13th of April, 2018 by and between Southern New Hampshire University (hereafter referred to as “SNHU”), with its address at 2500 North River Road, Manchester, NH 03106, and the District of Columbia Department of Human Resources (hereafter referred to as “DCHR”), a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street NW, Suite 330 South, Washington, District of Columbia 20001, collectively referred to as the “Parties”.

**A. PURPOSE AND SCOPE:**

The purpose of this Agreement is to form a partnership with SNHU and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

**B. RESPONSIBILITIES OF SNHU:**

1. At no cost to the District or DCHR, SNHU will provide District of Columbia government employees and their spouses or registered domestic partners with a 10% tuition reduction on SNHU’s course-based College of Online and Continuing Education degree programs, and a discounted rate of \$3,000 per year (\$1,500 per term) on SNHU’s competency-based College for America degree programs, when the identified individuals enroll in SNHU after the effective date of this Agreement. Notwithstanding the foregoing, SNHU shall retain full authority over admission to its programs.
2. SNHU will provide DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition rate.
3. SNHU will provide marketing materials for DCHR to use, subject to the District’s/DCHR’s policies and discretion, in order to support internal promotion or partnership benefits.

4. SNHU's standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner seeks enrollment shall apply.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will invite representatives from SNHU to participate in government-wide events in which DCHR has determined promotion of the programs associated with this Agreement will be appropriate and beneficial to District government employees.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's/DCHR's policies and discretion, in order to notify District government employees of the programs associated with this Agreement.

**D. GENERAL TERMS:**

1. SNHU will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes at the District's/DCHR's discretion in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by SNHU in writing. Likewise, DCHR will provide SNHU with a depiction of its logo, and SNHU is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District/DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. References by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. DCHR and SNHU are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture or any other relationship between the Parties. Each Party will be responsible for income, employment and/or other taxes, and workers' compensation liabilities for its employees and other personnel providing services hereunder. Neither Party shall have the authority to make any commitment on behalf of the other.
3. DCHR and SNHU agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status

as a covered veteran, or any other legally-protected status within the limits imposed by applicable state and federal laws and SNHU policies.

4. DCHR acknowledges and agrees that SNHU is subject to the requirements of the Higher Education Act of 1965 as amended (20 U.S.C 1070 *et seq.*), and regulations promulgated by the U.S. Department of Education pertaining to, among other things, the institution's participation in the Title IV federal student assistance programs, including the final regulations published in the Federal Register on October 29, 2010 by the U.S. Department of Education and effective July 1, 2011 (the "Program Integrity Rules"). DCHR further acknowledges and agrees that it shall not make any representations, besides those made by SNHU to DCHR, to a Participant, student, or prospective student, any member of the public, any accrediting agency, any state agency or the U.S. Department of Education concerning SNHU's programs, including the College for America program, the cost of its educational programs, the availability of financial assistance, the employability of graduates, the transferability of credits, or its relationship with the U.S. Department of Education. DCHR acknowledges and agrees that neither it nor any of its employees, officers, directors or agents shall make any representation, besides those made by SNHU to DCHR, about any aspect of SNHU or its educational programs, including but not limited to the College for America program and the College of Online and Continuing Education program. DCHR agrees that SNHU shall preapprove all program information, promotional and marketing information, financial aid information, or other information provided to others which purports to represent information about SNHU programs, including the College for America program and the College of Online and Continuing Education program, or any of its related services including financial aid administration, transferability of credits, costs, employment of graduates, or its relationship with the U.S. Department of Education.

#### **E. NOTICE**

The following individuals are the contact points for each Party under this MOU:

**Southern New Hampshire University**  
Sarah Normand  
Strategic Partnership Manager  
1230 Elm Street  
Manchester, NH 03101  
(603) 314-7621

**DC Department of Human Resources**  
Williar St. Vil  
HR Specialist  
441 4<sup>th</sup> Street NW Suite 330S  
Washington, DC 20001  
(202) 442-9601

#### **F. CONFIDENTIALITY**

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come

into possession of the other Party's confidential business, employee and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

#### **G. TERMINATION**

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees and their spouses or domestic partners will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account; provided, termination of this Agreement by either Party will not affect tuition and/or fee discounts of currently enrolled District employees and their spouses or domestic partners for the remainder of the academic term in which they are in or for District employees and their spouses or domestic partners who have enrolled and paid tuition and/or fees for an upcoming academic term.

#### **H. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

#### **I. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the laws of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the Parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

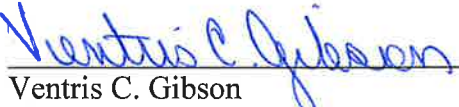
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
5. This Agreement will commence on June 1, 2018, and is for a term of three academic calendar years.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement effective on the date indicated above.

**SOUTHERN NEW HAMPSHIRE UNIVERSITY**

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**

\_\_\_\_\_  
David Coyner  
Vice President, Sales

  
\_\_\_\_\_  
Ventris C. Gibson  
Director, DC Department of Human  
Resources

\_\_\_\_\_  
Date

4-24-18  
\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT BETWEEN  
THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES  
and  
STRATEGIC EDUCATION, INC**

This Memorandum of Agreement (hereafter “Agreement”) is between the District of Columbia Department of Human Resources (hereafter referred to as “DCHR”) and Strategic Education, Inc. (hereafter referred to as “SEI”) and collectively referred to as the “Parties”.

**I. INTRODUCTION AND BACKGROUND**

The Pathways to District Government Careers Amendment Act of 2018 (“Act”), which became law on February 22, 2019, established new partnerships between the Department of Human Resources (DCHR) and District public high schools to promote pathways to District government employment, including apprenticeships, for District public high school graduates. The Act requires the District government create apprenticeship programs from at least five apprenticeable occupations, with at least one program being in information technology. This Agreement between DCHR and SEI establishes the Information Technology Support Assistant Apprenticeship Program (hereafter referred to as the “Apprenticeship Program”).

DCHR provides human resource management services that strengthen individual and organizational performance and enables the District government to attract, develop and retain a well-qualified, diverse workforce.

SEI is a student-focused education services company that seeks to provide the most direct path between learning and employment through high-quality campus-based and online post-secondary education offerings, as well as through programs to develop job-ready skills for high-demand markets. SEI operates primarily through wholly-owned subsidiaries Strayer University and Capella University, both regionally accredited institutions of higher education that serve over 90,000 students.

**II. PURPOSE AND SCOPE**

The purpose of this Agreement is to clearly define the roles and responsibilities of each of the Parties as they relate to the Apprenticeship Program. The Apprenticeship Program will give apprentices an opportunity to earn a fully funded Associate Degree with SEI, through its educational institution, Strayer University, while receiving on-the-job training with the District government. Apprentices who participate in the program will gain exposure to professional careers, acquire and practice essential work skills, and build a professional network.

## **Memorandum of Agreement between DCHR and SEI**

Apprentices in the Apprenticeship Program will work alongside high performing professionals within the District government. This experience will include, but will not be limited to, skills appropriate project tasks, coaching, job shadowing and seminars.

### **III. LEGAL AUTHORITY**

The authority for this Agreement may be found at D.C. Official Code §§ 1–610.81 *et seq.*

### **IV. RESPONSIBILITIES OF SEI**

1. SEI will fully pay each apprentice’s tuition at Strayer University as long as each apprentice is part of the Apprenticeship Program. SEI will not assess any cost to the District of Columbia government or DCHR during the Apprenticeship Program, if the Apprenticeship Program is canceled, or if an apprentice is terminated from the Apprenticeship Program.
2. SEI will fully pay each apprentice’s textbook and other fees at Strayer University. SEI will not seek reimbursement for textbook and other fees from the District of Columbia government or DCHR during the Apprenticeship Program, if the Apprenticeship Program is canceled, or if an apprentice is terminated from the Apprenticeship Program.
3. SEI shall not be responsible for any payments to DCHR. DCHR’s participation shall not be based upon any referrals for new or continuing enrollment of students.
4. SEI will identify the number of eligible apprentice-candidates to apply to the Apprenticeship Program.
5. SEI shall have no authority to make hiring, firing, or employment-related decisions pertaining to apprentices hired by DCHR.
6. SEI will provide DCHR with the apprentices’ attendance and school performance, which are part of the apprentices’ overall performance in the program that will determine progress and eventual completion of the program; provided apprentice executes an authorization release form in Section IV.7 below.
7. SEI will provide DCHR with an authorization release form to provide to Apprenticeship Program participants that authorizes SEI to release participants’ attendance and school performance records to DCHR.
8. SEI, through Strayer University, will be the provider for the related instruction of 90 quarter hours in the occupation pathway of information technology. Upon successful completion of the 90 quarter hours, the apprentice will be awarded an Associate Degree from Strayer University.

### **V. RESPONSIBILITIES OF DCHR**

1. DCHR will develop, manage, implement and oversee the Apprenticeship Program and its elements, which shall include, but are not limited to preplanning, posting the Apprenticeship Program application on DCHR’s website, recruiting applicants, hiring apprentices, recruiting

**Memorandum of Agreement between DCHR and SEI**

host agencies, recruiting mentors, planning and organizing all meetings, and planning and organizing the matching process.

2. DCHR is the sole employer of the apprentices. DCHR remains solely responsible for interviewing, hiring and selecting eligible Apprenticeship Program applicants to work at District agencies. DCHR is responsible for setting the work hours, rate of pay and all employment policies and procedures for such apprentices. DCHR retains all responsibility for supervising, directing and managing the performance of all apprentices it hires. DCHR retains the right to terminate apprentices consistent with District government policies and procedures at its sole discretion.
3. In order to be eligible to participate in the Apprenticeship Program, qualified candidates must meet the following qualifications:

Age:	18 and over
Education:	Graduate of a District of Columbia Public Schools (DCPS) or District of Columbia Public Charter Schools (DCPCS) high school or received a G.E.D. or its equivalent from the District of Columbia. Applicants must furnish DCHR with documentation showing proof of graduation or a District of Columbia issued G.E.D. certificate or its equivalent. Must also be accepted or currently enrolled in Strayer University.
Experience:	Prior work experience in information technology or closely related field is preferred but not required.
Residency:	Must be a District resident.
Physical Ability:	Must be physically able to perform duties of the occupation or trade.
Testing:	Successfully pass written and/or oral exams on fundamental reading, writing, general math and critical thinking as administered by DCHR or the relevant education/training provider. The applicant must possess the prerequisite basic reading, writing, math and communication skills.
Skills:	Strong verbal and written communication skills, and strong computer skills.
Suitability:	Pre-employment criminal background check; Pre-employment drug and alcohol test.

4. Upon successful completion of candidate interviews, background screening and verification, and pre-employment drug and alcohol testing, DCHR will notify SEI of selected candidates for the Apprenticeship Program within fifteen (15) calendar days of an official offer being extended to the candidate and accepted.
5. Each apprentice hired by DCHR shall be employed for a period of one (1) year, subject to the District government’s right to terminate the apprentice’s employment at any time for any violation of the District’s laws, rules, policies, procedures, DCHR’s Apprenticeship Standards or if business conditions dictate and notice of termination of this Agreement is provided. At the end of a successful one-year period and successful completion of the Apprenticeship Program, DCHR will evaluate the apprentice for continued employment with the District of Columbia government.



## Memorandum of Agreement between DCHR and SEI

6. DCHR shall pay the apprentice's wages during the Apprenticeship Program. The apprentice's wages do not include payment of any Strayer University tuition, textbook or other fees.
7. DCHR will participate and provide feedback via SEI's student evaluation process during the first month, sixth month and twelfth month marks of the Apprenticeship Program.
8. DCHR may terminate this Agreement with SEI in the event that the Apprenticeship Program is canceled or deregistered at the request of DCHR, or the Apprenticeship Program is deregistered for reasonable cause by the D.C. Registration Agency, as outlined in section 1106 of the D.C. Apprenticeship Registration Agency Rules and Regulations. Deregistration of the Apprenticeship Program may occur when the Apprenticeship Program is not conducted, operated or administered in accordance with the Apprenticeship Program's registered provisions or requirements of the Rules and Regulations for Apprenticeship Programs, including but not limited to:
  - a. Failure to provide on-the job-learning;
  - b. Failure to provide related instruction;
  - c. If DCHR demonstrates persistent and significant failure to perform successfully in its operation of the Apprenticeship Program; or
  - d. Showing no substantial improvement in the areas previously identified during monitoring as requiring corrective action.
9. DCHR may elect to take disciplinary action against an apprentice for failure to comply with the Apprenticeship Agreement (which shall be between DCHR and the apprentice), Apprenticeship Standards or District of Columbia Personnel regulations. If the necessary action is termination, the apprentice will be terminated from employment with the agency and the Apprenticeship Agreement is canceled. Though not an exhaustive list, the following classes of conduct and performance deficits by an apprentice constitute cause and warrant disciplinary action:
  - a. Failure to show progress to completion of the Apprenticeship Program;
  - b. Failure to stay in good academic standing with Strayer University;
  - c. Failure to meet performance standards;
  - d. Inability to carry out assigned responsibilities or duties;
  - e. Conviction of a felony, criminal offense that is related to the employee's duties or his or her agency mission;
  - f. Unexcused tardiness;
  - g. Unauthorized absence;

## **Memorandum of Agreement between DCHR and SEI**

- h. Sexual misconduct;
  - i. Falsification of official records concerning attendance; or
  - j. Using, being under the influence of, or testing positive for an intoxicant while on duty.
10. If DCHR does not see progress or evaluates the apprentice as a less than ideal fit for the position, DCHR can terminate the apprentice at any time and resulting in the cancelation of the Apprenticeship Agreement. If all apprentices are terminated from the Apprenticeship Program, DCHR may seek to cancel the Apprenticeship Program.
11. DCHR shall have full enforcement of the Apprenticeship Standards. Its decision will be final and binding.
12. DCHR shall have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any deliverables created in connection with SEI's curriculum.

### **VI. GENERAL TERMS**

1. SEI will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each use has been previously approved by SEI in writing. Likewise, DCHR will provide SEI with a depiction of its logo, and SEI is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. References by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. The Parties agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable District and federal laws and regulations.
3. DCHR and SEI are separate entities and nothing in this Agreement shall be construed to create an agency, employer/employee, joint venture or any other similar relationship between the Parties. Neither Party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the Party to be bound.

### **VII. LIMITATION OF LIABILITY**

To the extent permitted by law, in no event shall either Party be liable (whether in an action in

## Memorandum of Agreement between DCHR and SEI

negligence, contract, or tort or based on a warranty or otherwise) for any lost profits, business loss, or any indirect, special, incidental, consequential, or punitive loss or damages, incident to or arising out of or in any way connected with or resulting from this Agreement, whether or not the Party has been advised of the possibility of such damages.

### VIII. TERMINATION OF THE AGREEMENT

Either Party may terminate this MOA in whole or in part, effectively terminating the Apprenticeship Program, by giving thirty (30) calendar days advance written notice to the other Party and a written status report on the apprentices receiving services pursuant to this MOA.

If termination is exercised by DCHR, DCHR must notify apprentices in writing thirty (30) calendar days before the Apprenticeship Program ends and ensure that the apprentices receive any remittance due them.

If termination is exercised by SEI, SEI must notify apprentices in writing of their status as students at Strayer University within thirty (30) calendar days.

### IX. TERMINATION OF THE APPRENTICE FROM THE APPRENTICESHIP PROGRAM

An apprentice's expulsion from Strayer University will result in the apprentice's termination from the Apprenticeship Program. If an apprentice has executed an authorization release form in Section IV.7 above, SEI must notify DCHR thirty (30) calendar days prior to terminating or expelling an apprentice from Strayer University and provide DCHR an opportunity to remedy or resolve the issue/matter prior to a final decision being made.

If the apprentice is terminated from the Apprenticeship Program for failing to adhere to District personnel rules and regulations or for not performing required job functions, or if the Apprenticeship Program is canceled, the apprentice can continue to pursue an Associate Degree at Strayer University, but the apprentice will be responsible for any remaining tuition balance still due.

SEI cannot seek reimbursement from the apprentice for tuition, textbook or other costs that have already been paid if the apprentice is terminated from the Apprenticeship Program or if the Apprenticeship Program is canceled.

### X. NOTICE

The following individuals are the points of contact for each Party under this MOU:

**DCHR Point of Contact:**

Kwelli Sneed  
Acting Dean, City University  
District of Columbia Department of Human Resources  
1015 Half Street, SE, Ninth Floor  
Washington, DC 20003  
(202) 304-8522  
Kwelli.sneed1@dc.gov

**SEI Point of Contact:**

Jackie Hartwig  
Director of Employability  
Strategic Education Incorporated (SEI)  
2303 Dulles Station Blvd.  
Herndon, VA 20171  
(612) 977-5147 (office);  
(612) 220-8604 (mobile)  
Jackie.Hartwig@strategiced.com

## **Memorandum of Agreement between DCHR and SEI**

These individuals are responsible for the management and coordination of the requirements for their respective Party under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals.

### **XI. CONFIDENTIAL INFORMATION**

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business, employee and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

### **XII. MODIFICATIONS**

The terms and conditions of this Agreement may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of both Parties.

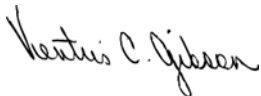
### **XIII. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be construed, interpreted, enforced and governed by and under the laws of the District of Columbia, without regard to conflict of law principles.
2. Each Party represents and warrants to the other that it is duly authorized with full power and authority to execute, deliver and perform its obligations and duties under this Agreement.
3. This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.
4. This Agreement may be executed in several counterparts (facsimile transmission or otherwise), each of which shall be an original, all of which shall constitute but one and the same instrument.

**Memorandum of Agreement between DCHR and SEI**

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

**DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**



\_\_\_\_\_  
Ventris C. Gibson  
Director

Date: September 30, 2020

**STRATEGIC EDUCATION INC., SEI**



\_\_\_\_\_  
Andrea Backman  
Chief Employability Officer

Date: October 2, 2020

EDUCATIONAL PARTNERSHIP

**MEMORANDUM of AGREEMENT**

**Between**

**STRAYER UNIVERSITY**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 24th day of January , 2017 by and between **Strayer University**, an educational institution that provides undergraduate and graduate degree program at campuses and online, and is located at 1133 15th Street, NW Suite 200, Washington, DC 20005 (hereafter referred to as Strayer University), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street, Suite 330 South, North West, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

**A. PURPOSE AND SCOPE:**

The purpose of this Agreement is to form a partnership with Strayer University and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

**B. RESPONSIBILITIES OF STRAYER UNIVERSITY:**

1. Strayer University will provide the District of Columbia government’s employees and their spouses or registered domestic partners with a special pricing from its normal recorded tuition and fees, , when the identified individuals subsequently enroll in Strayer University after the effective date of this Agreement.
2. Strayer University will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
3. Strayer University will provide marketing materials to DCHR, subject to the District’s policies and discretion, in order to support internal promotion or partnership benefits.
4. Strayer University’s standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner enrolls shall apply.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from Strayer University to participate in government wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to support internal promotion and partnership benefits.

**D. GENERAL TERMS:**

Strayer University will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Strayer University in writing. Likewise, DCHR will provide Strayer University with a depiction of its logo, and Strayer University is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

**E. NOTICE**

The following individuals are the contact points for each Party under this MOU:

**Strayer University**  
**Sean Zitney**  
**Client Outreach Executive**  
**Address:**  
**(301) 767-5940**

**DC Department of Human Resources**  
Willair St.Vil  
Human Resources Specialist  
441 4<sup>th</sup> Street NW Suite 330so  
Washington, DC 20001  
(202) 442-9601

**F. CONFIDENTIALITY**

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come

into possession of the other Party's confidential employee and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

#### **G. TERMINATION**

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees and their spouses or domestic partners will no longer be eligible for special pricing and will be notified by the District within a reasonable time for the parties to make changes to their student account.

#### **H. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

#### **I. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.



4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

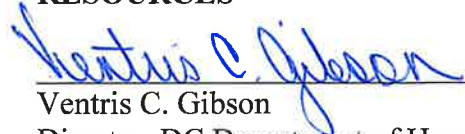
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**STRAYER UNIVERSITY**

\_\_\_\_\_  
Jim Cecere  
Senior Vice President, Corporate Development  
Strayer University

\_\_\_\_\_  
Date

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**

  
\_\_\_\_\_  
Ventris C. Gibson  
Director, DC Department of Human  
Resources

*2-8-17*  
\_\_\_\_\_  
Date

**EDUCATIONAL PARTNERSHIP  
MEMORANDUM of AGREEMENT**

**Between**

**THE CATHOLIC UNIVERSITY OF AMERICA  
METROPOLITAN SCHOOL OF PROFESSIONAL STUDIES**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 9th day of January, 2017 by and between The Catholic University of America, 620 Michigan Ave NE, Washington DC 20064 (CUA), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street NW, Suite 330 South, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

**A. PURPOSE AND SCOPE:**

The purpose of this Agreement is to form a partnership between the CUA Metropolitan School of Professional Studies (CUA Metro) and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

**B. RESPONSIBILITIES OF CUA METRO**

1. CUA will provide the District of Columbia government’s employees with a 10% discount from its regular recorded tuition and fees attached to this Agreement, when the individuals certified under this agreement enroll in CUA Metro after the effective date of this Agreement.
2. CUA will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
3. CUA will provide marketing materials to DCHR, subject to the District’s policies and discretion, in order to support internal promotion or partnership benefits.
4. CUA standards for admission and student policies shall apply to any District beneficiary who seeks enrollment or matriculates under this Agreement.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from CUA Metro to participate in government-wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to promote and support internal promotion and partnership benefits.

**D. GENERAL TERMS:**

CUA Metro will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by CUA in writing. Likewise, DCHR will provide CUA Metro with a depiction of its logo, and CUA is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose except in furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

**E. NOTICE**

The following individuals are the contact points for each Party under this MOU:

The Catholic University of America  
Metropolitan School of Professional Studies  
Dr. Vincent Kiernan  
Dean  
620 Michigan Ave NE  
Washington DC 20064  
(202) 319-5256

DC Department of Human Resources  
Williar St. Vil  
HR Specialist  
441 4<sup>th</sup> Street NW Suite 330s  
Washington, DC 20001  
(202) 442-9601

**F. CONFIDENTIALITY**

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for

business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

#### **G. TERMINATION**

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees who are beneficiaries of this Agreement will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account. Benefits will continue for the current academic term in which they are enrolled and attending classes.

#### **H. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

#### **I. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**THE CATHOLIC UNIVERSITY OF AMERICA**



Dr. Andrew V. Abela  
Provost

01/09/2017

Date

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**



Ventris C. Gibson  
Director, DC Department of Human  
Resources

2-8-17

Date

**Certificates and Degrees Included in Educational Partnership Memorandum of Agreement**  
**Between**  
**The Catholic University of America, Metropolitan School of Professional Studies**  
**and**  
**The District of Columbia Department of Human Resources**

Undergraduate certificates

Human Services Administration Certificate  
Information Technology Certificate  
Paralegal Studies Certificate (pending approval)

Undergraduate degrees

Associate of Arts in Paralegal Studies, A.A.P.S. (pending approval)  
Associate of Science in Human Services, A.S.H.S.  
Bachelor of Arts in Human Services, B.A.H.S. (pending approval)  
Bachelor of Arts in Information Technology, B.A.I.T.  
Bachelor of Arts in Interdisciplinary Studies, B.A.I.S.

Graduate degrees

Master of Health Administration, M.H.A.  
Master of Science in Emergency Service Administration, M.S.-E.S.A.  
Master of Science in Management, M.S.M. (offered in collaboration with the Busch  
School of Business and Entrepreneurship)  
Master of Science in Social Service Administration, M.S.-S.S.A.

**EDUCATIONAL PARTNERSHIP  
MEMORANDUM of AGREEMENT**

**Between**

**THE CATHOLIC UNIVERSITY OF AMERICA  
METROPOLITAN SCHOOL OF PROFESSIONAL STUDIES**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 9th day of January, 2017 by and between The Catholic University of America, 620 Michigan Ave NE, Washington DC 20064 (CUA), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street NW, Suite 330 South, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

**A. PURPOSE AND SCOPE:**

The purpose of this Agreement is to form a partnership between the CUA Metropolitan School of Professional Studies (CUA Metro) and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

**B. RESPONSIBILITIES OF CUA METRO**

1. CUA will provide the District of Columbia government’s employees with a 10% discount from its regular recorded tuition and fees attached to this Agreement, when the individuals certified under this agreement enroll in CUA Metro after the effective date of this Agreement.
2. CUA will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
3. CUA will provide marketing materials to DCHR, subject to the District’s policies and discretion, in order to support internal promotion or partnership benefits.
4. CUA standards for admission and student policies shall apply to any District beneficiary who seeks enrollment or matriculates under this Agreement.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from CUA Metro to participate in government-wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to promote and support internal promotion and partnership benefits.

**D. GENERAL TERMS:**

CUA Metro will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by CUA in writing. Likewise, DCHR will provide CUA Metro with a depiction of its logo, and CUA is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose except in furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

**E. NOTICE**

The following individuals are the contact points for each Party under this MOU:

The Catholic University of America  
Metropolitan School of Professional Studies  
Dr. Vincent Kiernan  
Dean  
620 Michigan Ave NE  
Washington DC 20064  
(202) 319-5256

DC Department of Human Resources  
Williar St. Vil  
HR Specialist  
441 4<sup>th</sup> Street NW Suite 330s  
Washington, DC 20001  
(202) 442-9601

**F. CONFIDENTIALITY**

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for



business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

#### **G. TERMINATION**

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, the District's employees who are beneficiaries of this Agreement will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account. Benefits will continue for the current academic term in which they are enrolled and attending classes.

#### **H. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

#### **I. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**THE CATHOLIC UNIVERSITY OF AMERICA**

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**



Dr. Andrew V. Abela  
Provost



Ventris C. Gibson  
Director, DC Department of Human  
Resources

01/09/2017

Date

2-8-17

Date

**Certificates and Degrees Included in Educational Partnership Memorandum of Agreement**  
**Between**  
**The Catholic University of America, Metropolitan School of Professional Studies**  
**and**  
**The District of Columbia Department of Human Resources**

Undergraduate certificates

Human Services Administration Certificate  
Information Technology Certificate  
Paralegal Studies Certificate (pending approval)

Undergraduate degrees

Associate of Arts in Paralegal Studies, A.A.P.S. (pending approval)  
Associate of Science in Human Services, A.S.H.S.  
Bachelor of Arts in Human Services, B.A.H.S. (pending approval)  
Bachelor of Arts in Information Technology, B.A.I.T.  
Bachelor of Arts in Interdisciplinary Studies, B.A.I.S.

Graduate degrees

Master of Health Administration, M.H.A.  
Master of Science in Emergency Service Administration, M.S.-E.S.A.  
Master of Science in Management, M.S.M. (offered in collaboration with the Busch  
School of Business and Entrepreneurship)  
Master of Science in Social Service Administration, M.S.-S.S.A.

## **EDUCATIONAL PARTNERSHIP AGREEMENT**

**Between**

**TRINITY WASHINGTON UNIVERSITY SCHOOL OF PROFESSIONAL STUDIES**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Educational Partnership Agreement (hereafter “Agreement”) is made by and between **Trinity Washington University School of Professional Studies**, the professional workforce education unit of the university domiciled in the District of Columbia at 125 Michigan Avenue, NE, Washington, DC 20017 (hereafter referred to as (“Trinity”), and the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street, Suite 330 South, Northwest, Washington, District of Columbia 20001 (hereafter referred to as “DCHR”), referred to collectively as the “Parties” and individually as a “Party”.

### **A. Purpose and Scope:**

The purpose of this Agreement is to form a partnership with Trinity and DCHR to increase the capacity and educational level of the District’s workforce by providing District of Columbia government employees with the opportunity to earn post-secondary university education, certificates, and degrees. The length of this agreement shall be five years in duration. Both parties may agree to extend this agreement at any time.

### **B. RESPONSIBILITIES OF Trinity:**

1. At no cost to the District of Columbia government or DCHR, Trinity will provide District of Columbia government employees and their spouses or registered domestic partners with a special discount (10%) from its normal tuition and fees for the Trinity School of Professional Studies, which shall be published on the official website for the Trinity Washington University School of Professional Studies at the time of enrollment, when the identified individuals subsequently enroll in the Trinity School of Professional Studies after the effective date of this Agreement.
2. Trinity will provide DCHR and any enrolled District of Columbia government employees and their spouses or registered domestic partners with thirty (30) days written notice prior to the effective date of any changes to the applicable tuition and fee rates.
3. Trinity will provide marketing materials to DCHR to use, subject to the District of Columbia government’s policies and discretion, in order to support internal promotion or partnership benefits.

4. Trinity's standards for admission as well as all other student policies published at the time any District of Columbia government employee and spouse or registered domestic partner seeks enrollment shall apply.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will invite representatives from Trinity to participate in government-wide events in which DCHR has determined promotion of the programs associated with this Agreement will be appropriate and beneficial to District government employees.
2. DCHR will distribute marketing materials to the District of Columbia government workforce, subject to the District's policies and discretion, in order to notify District government employees of the programs associated with this Agreement.

**D. DURATION OF AGREEMENT:**

The duration of this agreement shall be five years from the date of the last signature below, unless terminated in writing by the Parties pursuant to Section H of this agreement. Both Parties may agree to extend this agreement at any time by executing a modification pursuant to Section I of this agreement.

**E. GENERAL TERMS:**

1. Trinity will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Trinity in writing. Likewise, DCHR will provide Trinity with a depiction of its logo, and Trinity is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. DCHR and Trinity are independent entities and nothing in this Agreement shall be construed to create an agency, employer/employee, joint venture or any other similar relationship between the Parties. Each Party will be responsible for income, employment and/or other taxes, and workers' compensation liabilities for its employees and other

personnel providing services hereunder. Neither Party shall have the authority to make any commitment on behalf of the other.

3. The Parties agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable state and federal laws and District policies.
4. The term of this Agreement shall be continuing until terminated by either Party in accordance with section G below.

#### **F. NOTICE**

The following individuals are the contact points for each Party under this MOU:

**Trinity Washington University**  
**First and Last Name:** Iris Escarraman  
**Title:** Executive Director  
**Address:** 125 Michigan Avenue, NE  
Washington, DC 20017  
(202) 884-9400

**DC Department of Human Resources**  
Williar St. Vil  
HR Specialist  
441 4<sup>th</sup> Street NW Suite 330S  
Washington, DC 20001  
(202) 442-9601

#### **G. CONFIDENTIALITY**

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records as well as all other applicable privacy laws.

## **H. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving at least sixty (60) calendar days advanced written notice to the other Party. Upon termination, the District of Columbia government employees and their spouses or registered domestic partners will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account; provided, termination of this Agreement by either Party will not affect tuition and/or fee discounts of currently enrolled District employees and their spouses or domestic partners for the remainder of the academic term in which they are in or for District employees and their spouses or domestic partners who have enrolled and paid tuition and/or fees for an upcoming academic term.

## **I. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties.

## **J. MISCELLANEOUS**

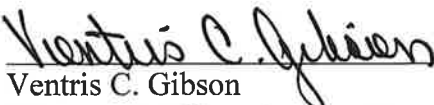
1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**Trinity Washington University**

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**

  
Patricia McGuire, President

  
Ventris C. Gibson  
Director, DC Department of Human  
Resources

12/11/2017  
Date

5-3-18  
Date



## **MEMORANDUM of AGREEMENT**

**Between**

**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 29th of March, 2017 (the “Effective Date”) by and between **UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**, an accredited public institution of higher education organized and operating under the laws of Maryland, having its principal place of business at 3501 University Blvd East, Adelphi, MD 201783 (hereafter referred to as (“UMUC”), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street, Suite 330 South, North West, Washington, District of Columbia 20001 (hereafter referred to as “DCHR”), collectively the “Parties”.

### **A. PURPOSE AND SCOPE:**

The purpose of this Agreement is to form an agreement with UMUC and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

### **B. RESPONSIBILITIES OF UMUC:**

1. UMUC will provide the District of Columbia government’s employees and their spouses or dependents (“Program Participants” as defined by UMUC) with a special discount from its normal recorded tuition and fees available online at <http://www.umuc.edu/gen/index.shtml>, when the identified individuals subsequently enroll in UMUC after the effective date of this Agreement.
  - a. UMUC will waive the application fee for all applicants to become Program Participants.
  - b. The tuition for Program Participants shall be equal to the current catalog published out-of-state tuition less 25 percent (the “Discounted Tuition”), except that: (i) the published tuition rate will apply to UMUC’s special tuition graduate programs, which as of the effective date of this MOU include the MBA, Cybersecurity, Digital Forensics and Cyber Investigations, Data Analytics, executive, and doctoral programs, (ii) the tuition for Program Participants who

meet the criteria for Maryland residency will be the applicable in-state rate; (iii) the tuition for Program Participants who are veterans and meet the criteria specified by Maryland law will be the applicable in-state rate; and (iv) the tuition for Active-Duty Military, Spouses, and Dependents will be the applicable rate.

- c. After Program Participants are accepted for admission to UMUC, UMUC will contact DCHR for verification that the Program Participants are current members of DCHR. Program Participants will not be eligible for the Discounted Tuition unless and until eligibility is verified. UMUC may request additional documentation from Program Participants to verify their status as an employee, spouse, registered domestic partner or dependent.
  - d. UMUC will verify the eligibility of Program Participants at least once a year. Once a member is no longer eligible due to employment status with DCHR, the employee, spouse, registered domestic partner or dependent is no longer a Program Participant and will not be entitled to the Discounted Tuition for future course enrollments. If the Program Participant's eligibility terminates during a term (Winter, Spring, Summer, or Fall), the Program Participant will receive the Discounted Tuition under this MOU from UMUC for all courses in which the student has enrolled for the remainder of the current term and will cease receiving the Discounted Tuition from UMUC for any future term in which the student enrolls.
  - e. The Program Participants shall individually pay to UMUC the applicable tuition and fees in accordance with UMUC's standard policies and procedures. UMUC will invoice the Program Participants directly.
2. UMUC will provide the DCHR with thirty (30) days written notice prior to the effective date of any changes to the tuition and fee rates attached to this Agreement.
  3. UMUC will provide marketing materials to DCHR, subject to the District's policies and discretion, in order to support internal promotion or partnership benefits.
  4. UMUC's standards for admission as well as all other student policies published at the time any District employee and spouse or domestic partner seeks enrollment shall apply. DCHR further acknowledges that UMUC has sole authority and control over the content, requirements, and faculty of its programs and courses.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will provide access to District government employees for recruitment purposes only. This will be achieved by inviting representatives from UMUC to participate in government wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to support internal promotion and partnership benefits.

**D. GENERAL TERMS:**

UMUC will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by UMUC in writing. Likewise, DCHR will provide UMUC with a depiction of its logo, and UMUC is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement, unless express permission is given in writing. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

**E. NOTICE**

Any notice or communication permitted or required between the Parties under this Agreement shall be in writing and given by hand delivery, delivery by United States mail, facsimile, or delivery by commercial overnight carrier. Notice shall be effective upon receipt to the person to whom it was addressed or ten (10) days after notice was sent, whichever is earlier. The following individuals are the contact points for each Party under this MOU:

**University of Maryland University College**  
Emily Ferguson  
Corporate Learning Solutions  
3501 University Blvd. East  
Adelphi, MD 20783  
(301) 985-7481

**DC Department of Human Resources**  
Williar St. Vil  
HR Specialist  
441 4<sup>th</sup> Street NW Suite 330s  
Washington, DC 20001  
(202) 442-9601

**F. CONFIDENTIALITY**

1. The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence.
2. The obligations of confidentiality and limited use under this Section shall not extend to any information: (i) which is or becomes publicly available, except through breach of this MOU; (ii) which UMUC can demonstrate that it possessed free of any obligation of confidence prior to, or developed independently from, disclosure under this MOU; or (iii) which UMUC is required by law to disclose, provided that the other party is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement.
3. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records. If DCHR requests information specific to individual Program Participants, any such release of information is conditioned upon the execution of document substantially similar to the document set forth in Exhibit 1, attached hereto and made a part of this Agreement. DCHR shall arrange to have an authorization form submitted to UMUC.

#### **G. TERM**

The term of this Agreement shall begin on the Effective Date for a term of one year. This Agreement shall automatically renew for one year terms, unless terminated by one of the Parties prior to expiration of the first or successive one year terms. This Agreement may be terminated upon thirty (30) days' written notice by either Party. In the event of termination by either Party, each individual Program Participant remains obligated to pay tuition and fees

#### **H. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**I. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the Maryland without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the Parties.
3. This Agreement may be executed in one or more counterparts (facsimile or electronic transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
5. Nothing in this Agreement is intended, nor shall it be deemed, to constitute a partnership or joint venture between the parties. Nothing in this Agreement is intended, nor shall it be deemed to create rights or benefits in or to any person or entity other than the parties. Nothing in this Agreement is intended, nor shall it be deemed to create an agreement between UMUC and any one or more Program Participants.
6. Preservation of Immunities. Nothing herein shall constitute or be considered to be a limitation upon or waiver of the sovereign immunity of UMUC or the State of Maryland.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**UNIVERSITY OF MARYLAND  
UNIVERSITY COLLEGE**

By: \_\_\_\_\_  
Erika Orris,  
Senior Vice President  
  
Strategic Enrollment Management

\_\_\_\_\_  
Date

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**

By: Ventris C. Gibson  
Ventris C. Gibson  
Director, DC Department of Human  
Resources

3-30-17  
Date

**EXHIBIT 1**

**FERPA RELEASE FORM**

Mailing address:  
3501 University Boulevard East Adelphi, MD 20783-8070  
Main line 240-684-2288 Fax 240-684-2001

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

In accordance with FERPA, it is UMUC's policy to withhold certain educational records unless the student provides consent to disclose information. The purpose of this form is to provide the consent to UMUC required by FERPA.

*I, the undersigned, hereby authorize the University of Maryland University College to release/discuss the specified educational records and information:*

**Educational Records and Information:** [Please check all that apply]

- |  |                              |
|--|------------------------------|
| Review of all Educational Records          | Financial Aid Records        |
| Grades for the academic year               | Billing, Payments, Student   |
| Official Transfer Credit Evaluation/Degree | Accounts Records             |
| Progress Report                            | Military/Active Duty Records |
|  | Veterans Records             |

Other: \_\_\_\_\_

To: District of Columbia Relationship: Employer  
[Please print name] [Please print relationship]

**For the purpose of:**

- Handling my educational matters
- Handling my Department of Veterans Affairs Educational Benefits
- X Other: Tuition reimbursement

***This release does not permit the disclosure of these records to any other persons or entities without my written consent or as permitted by law. This release form is effective***

***to*** \_\_\_\_\_  
Day/Month/Year Day/Month/Year

\_\_\_\_\_  
Student's Signature Date Student's Name (Please Print)

\_\_\_\_\_  
Signature of Parent or Guardian (if the student is under the age of 18) Student Identification #

**EDUCATIONAL PARTNERSHIP  
MEMORANDUM of AGREEMENT**

**Between**

**University of Phoenix, Inc.**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made as of the 14th day of March, 2017 by and between **University of Phoenix, Inc.**, a University located at 1625 W. Fountainhead Parkway, Tempe, Arizona 85282] (hereafter referred to as (“University”), and the government of the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street, Suite 330 South, North West, Washington, District of Columbia 20004 (hereafter referred to as “DCHR”), collectively the “Parties”.

**A. Purpose and Scope:**

The purpose of this Agreement is to form a partnership with University and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia Government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

**B. RESPONSIBILITIES OF University:**

1. The University will provide a ten percent (10%) tuition reduction to DCHR’s employees who meet the University’s admission standards. The tuition reduction applies to any University program, including certificate programs, and single courses. After the effective date of this Agreement and after the date the student identifies as an employee of DCHR, reduced tuition will apply to the then current rates at the time the student enrolls in a course. The University may change its tuition rates and fees at any time in its sole discretion. In the event of a change in aforementioned rates and fees, any applicable reduction will be calculated on the new current rate or fee in effect. Students will pay tuition and any other fees directly to the University according to University policies if direct billing arrangements are not in place or the charges are not paid by the DCHR. Students are ultimately responsible for payment of all charges incurred as well as all financial policies and fees detailed in the University Catalog.
2. University will provide marketing materials to DCHR, in order to support internal promotion or partnership benefits.

3. The University will provide a link to a University website to assist DCHR employees with enrollment and will provide information to DCHR to be used, subject to DCHR's policies and discretion, to support DCHR's internal promotion of continuing education.
4. The University will provide information prospective as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study. University will make such presentation at no cost to DCHR or any prospective student.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will provide access to District government employees for enrollment purposes by inviting representatives from University to participate in government wide events where promotion of this Agreement will be beneficial to enrollment.
2. DCHR will distribute marketing materials to the District government workforce, subject to the District's policies and discretion, in order to support internal promotion and partnership benefits.

**D. GENERAL TERMS:**

University will provide the DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by University in writing. Likewise, DCHR will provide University with a depiction of its logo, and University is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the District. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

**E. NOTICE**

The following individuals are the contact points for each Party under this MOU:

**University of Phoenix, Inc.**  
Beth Dennis  
Corporate Account Executive  
30 S. 17<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Philadelphia, PA 19103  
(484) 431-5665

**DC Department of Human Resources**  
Williar St. Vil  
HR Specialist  
441 4<sup>th</sup> Street NW Suite 330s  
Washington, DC 20001  
(202) 442-9601



## **F. CONFIDENTIALITY**

The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

## **G. TERMINATION**

The Agreement may be terminated early by either Party upon thirty (30) days written notice to the other Party. Upon termination, the District's employees will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account. If the University believes that this 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 this MOU immediately upon written notice to DCHR.

## **H. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

## **I. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of Arizona without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and expressly terminates the Alliance Memorandum of Understanding between the parties dated April 13, 2014 and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of

the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.

3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
5. This Agreement does not create any rights, title, or interest for any person or entity other than DCHR or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

**UNIVERSITY OF PHOENIX, INC.**

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**

\_\_\_\_\_  
Meredith Curley  
Provost, University of Phoenix, Inc.

\_\_\_\_\_  
Ventriss C. Gibson  
Director, DC Department of Human  
Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **EDUCATIONAL PARTNERSHIP AGREEMENT**

**between**

**UNIVERSITY OF THE POTOMAC**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Educational Partnership Agreement (hereafter, the “Agreement”) is made by and between the University of the Potomac (hereafter referred to as “UOTP”) and the District of Columbia Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 1015 Half Street SE, 9th Floor, Washington, District of Columbia, 20003 (hereafter referred to as “DCHR”), collectively referred to as the “Parties” and individually as a “Party”.

## **A. PURPOSE AND SCOPE**

The purpose of this Agreement is to form a partnership between UOTP and DCHR to increase the capacity and educational level of the District of Columbia workforce by providing District of Columbia government employees with the opportunity to earn post-secondary university education, certificates, and degrees. The length of this agreement shall be five (5) years in duration. Both Parties may agree to extend this Agreement at any time.

## **B. RESPONSIBILITIES OF UOTP**

1. At no cost to the District of Columbia government or DCHR, UOTP will provide District of Columbia government employees and their spouses or registered domestic partners with a tuition reduction of ten percent (10%) of its normal tuition rate as it is published on the official UOTP website at the time of the individual’s enrollment, when the identified individual subsequently enrolls after the effective date of this Agreement.
2. UOTP will provide DCHR and any enrolled District of Columbia government employees and their spouses or registered domestic partners with thirty (30) days written notice prior to the effective date of any changes to the applicable tuition and fee rates.
3. UOTP will provide marketing materials to DCHR to use, subject to DCHR’s and the District of Columbia government’s policies and discretion, in order to support internal promotion or partnership benefits.
4. Standards for admission as well as all other student policies published at the time any District of Columbia government employee and spouse or registered domestic partner seeks enrollment shall apply.

### **C. RESPONSIBILITIES OF DCHR**

1. DCHR will invite representatives from UOTP to participate in government-wide events in which DCHR has determined promotion of the programs associated with this Agreement will be appropriate and beneficial to District of Columbia government employees.
2. DCHR will distribute marketing materials to the District of Columbia government workforce, subject to DCHR's and the District of Columbia government's policies and discretion, in order to inform District government employees of the programs associated with this Agreement.

### **D. DURATION OF AGREEMENT**

The duration of this Agreement shall be five (5) years from the date of the last signature below, unless terminated in writing by the Parties pursuant to Section H of this Agreement. Both Parties may agree to extend this Agreement at any time by executing a modification pursuant to Section I of this agreement.

### **E. GENERAL TERMS**

1. UOTP will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by UOTP in writing. Likewise, DCHR will provide UOTP with a depiction of its logo, and UOTP is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the furtherance of this Agreement. References by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.
2. DCHR and UOTP are independent entities and nothing in this Agreement shall be construed to create an agency, employer/employee, joint venture or any other similar relationship between the Parties. Neither Party shall have the authority to make any commitment on behalf of the other.

3. The Parties agree not to engage in unlawful discrimination against or harassment of any student, employee, faculty member, or representative of either Party pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, status as a covered veteran, or any other legally-protected status within the limits imposed by applicable local and federal laws and District policies.

## **F. NOTICE**

The following individuals are the contact points for each Party under this Agreement:

### **D.C. Department of Human Resources**

Willair St. Vil  
Lead Human Resources Specialist  
1015 Half Street SE, 9<sup>th</sup> Floor, Washington, D.C. 20003  
(202) 442-9601

### **University of the Potomac**

Richard T. Murphree, Ed.D.  
President  
1401 H Street, N.W., Suite 100, Washington, D.C. 20005  
(202) 274-2310

## **G. CONFIDENTIALITY**

The Parties acknowledge that their relationship may entail the sharing of confidential information. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business, employee, and student information. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those authorized employees or agents requiring such access, to inform all such employees and agents of the confidential nature of the information and to require each such employee or agent to agree to protect the privacy and confidentiality of such information. UOTP agrees to abide by the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records as well as all other applicable local and federal privacy laws.

## **H. TERMINATION**

Either Party may terminate this Agreement in whole or in part by giving at least sixty (60) calendar days advanced written notice to the other Party. Upon termination, the District of Columbia government employees and their spouses or registered domestic partners will no longer be eligible for the discounted pricing established by this Agreement and will be notified within a reasonable time of changes to their student account; provided, termination of this Agreement by either Party will not affect tuition and/or fee discounts for currently enrolled District employees and their spouses or domestic partners for the remainder of the current academic term or for District employees and their spouses or domestic partners who have enrolled and paid tuition and/or fees for an upcoming academic term.

## **I. MODIFICATIONS**

The terms and conditions of this Agreement may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of both Parties.

## **J. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive laws of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement effective on the latter date below:

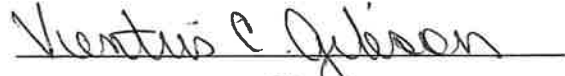
**University of the Potomac:**



Dr. Rick Murphree, President

Date: 6/20/18

**D.C. Department of Human Resources:**



Ventris C. Gibson, Director

7-10-18

Date

**EDUCATIONAL PARTNERSHIP  
MEMORANDUM of AGREEMENT**

**Between**

**WALDEN UNIVERSITY, LLC**

**and**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**

This Memorandum of Agreement (hereafter “MOA” or “Agreement”) is made by and between **Walden University, LLC**, a U.S. regionally accredited university offering online bachelor’s, master’s, and doctoral degrees, certificate programs, and professional development courses, having offices at 650 South Exeter Street, Baltimore, MD 21202 (hereafter referred to as “Walden”), and the District of Columbia (“District”) Department of Human Resources, a District of Columbia government agency organized and operating under the laws of the District of Columbia, having its principal office located at 441 4<sup>th</sup> Street, Suite 330 South, Northwest, Washington, District of Columbia 20001 (hereafter referred to as “DCHR”), collectively the “Parties”.

**A. PURPOSE AND SCOPE:**

The purpose of this Agreement is to form a partnership with Walden and DCHR to increase the capacity and educational level of its workforce by providing District of Columbia government employees with the opportunity to earn post-secondary university education, certificates, and degrees.

**B. RESPONSIBILITIES OF WALDEN UNIVERSITY, LLC:**

1. Walden will provide the District of Columbia government’s employees (“Candidates”) with a special discount from its normal recorded tuition (the “Tuition Benefit”), when the identified individuals subsequently enroll in Walden University, LLC after the effective date of this Agreement. Candidates must inquire through the marketing and information channels provided by Walden in order to obtain the Tuition Benefit.
2. The Tuition Benefit offered to Candidates is a 10% tuition reduction. The Tuition Benefit is applicable to tuition only and does not apply towards books, materials and other supplies or fees needed for a course. The Tuition Benefit is not applicable for students enrolled in the Family Nurse Practitioner specialization in the Master of Science in Nursing. This reduction will remain in effect for the duration of the student’s continuous enrollment at Walden. All Candidates who are current Walden students are



eligible for the Tuition Benefit from the date of execution of this Agreement, provided, however, no tuition reduction will be made retroactively.

3. Walden may change the Tuition Benefit offered hereunder for any calendar year by providing DCHR notice by December 1 prior to such calendar year, with the new Tuition Benefit taking effect on January 1. For the avoidance of doubt, such change would not affect the Tuition Benefit for Candidates who are currently enrolled at Walden and using the existing Tuition Benefit.
4. Walden will provide marketing materials to DCHR, subject to District of Columbia government's policies and discretion, in order to support internal promotion or partnership benefits.
5. Walden's standards for admission as well as all other student policies published at the time any District of Columbia government employee seeks enrollment shall apply. This Agreement is not a guarantee that all Candidates will be granted acceptance or admission into Walden. All prospective Candidates will be subject to the same standard admissions and registration processes as all other prospective students applying to Walden.

**C. RESPONSIBILITIES OF DCHR:**

1. DCHR will provide access to District government employees as determined by DCHR for recruitment purposes only. This will be achieved by inviting representatives from Walden to participate in District government sponsored events where promotion of this Agreement will be beneficial as determined by DCHR for enrollment.
2. DCHR will distribute marketing materials to the District of Columbia government workforce, subject to the District of Columbia government policies and discretion, in order to support internal promotion and partnership benefits.

**D. GENERAL TERMS:**

Walden will provide DCHR with a depiction of its logo and approved text, and DCHR is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Walden in writing. Likewise, DCHR will provide Walden with a depiction of its logo, and Walden is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by the DCHR. Neither Party shall use or display any trademark, trade name, service mark or other intellectual property of the other Party for any purpose outside of the

furtherance of this Agreement. The text of all references by either Party to the other Party in any medium, whether print, electronic, or otherwise, shall require the prior written approval of the other Party.

#### **E. NOTICE**

The following individuals are the contact points for each Party under this MOA:

##### **Walden University, LLC**

Monique Raulston  
Strategic Alliance Manager  
650 South Exeter Street  
Baltimore, MD 21202  
Phone: (703) 659-5579

##### **District of Columbia**

##### **Department of Human Resources**

Willair St. Vil  
HR Specialist  
441 4<sup>th</sup> Street NW Suite 330s  
Washington, DC 20001  
(202) 442-9601

#### **F. CONFIDENTIALITY**

The Parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the Parties may exchange or otherwise access or come into possession of the other Party's confidential business and student information. No student information will be shared between Walden and DCHR unless the Candidate grants permission in writing. The Parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each Party hereto further agrees to make no other use of the other Party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both Parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

#### **G. TERMINATION**

The Agreement may be terminated early by either Party upon not less than sixty (60) days written notice to the other Party. Upon termination, District of Columbia government employees will no longer be eligible for preferential pricing and will be notified within a reasonable time of changes to their student account.

**H. MODIFICATIONS**

Except as otherwise provided herein, the terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.

**I. MISCELLANEOUS**

1. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the District of Columbia without regard to any conflicts of law principles.
2. This Agreement constitutes the entire Agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the Parties.
3. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise); each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
4. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement effective upon the signature of both Parties and the last date indicated below.

**WALDEN UNIVERSITY, LLC**

\_\_\_\_\_  
Jason Lyons  
VP, Global Business Development  
Walden University

\_\_\_\_\_  
Date

**DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN  
RESOURCES**

*Ventris C. Gibson*  
\_\_\_\_\_  
Ventris C. Gibson

Director, District of Columbia  
Department of Human Resources

*4/13/2014*  
\_\_\_\_\_  
Date