

**WEBSTER GROVES SCHOOL DISTRICT
BOARD OF EDUCATION ITEM OF CONSIDERATION**

DATE: April 13, 2015

TOPIC/PROPOSAL:

Approval of Corporate Education Program Agreement with Webster University

BACKGROUND INFORMATION:

Webster University has offered to engage in a formal agreement with the Webster Groves School District. The agreement provides tuition at Webster University for WGSD at a 20% reduced rate. In return, we provide information to our staff about their programs. See the attached agreement for details.

INSTRUCTIONAL IMPACT/RATIONALE: NA

CSIP/DISTRICT GOAL ADDRESSED:

- Develop in-kind partnerships with private and public entities.
- Develop “space(s)” and processes to provide professional learning opportunities for the discussion, collaboration, and experimentation with new and different practices and share these within and outside the district.

FISCAL NOTE: Provides WGSD staff a 20% reduction in tuition costs at Webster University.

ADMINISTRATIVE RECOMMENDATION:

- Action Requested: X
- Information:
- Proposed Motion for Approval (if applicable):

I move that the Board of Education approve the Corporate Education Program Agreement with Webster University.

PREPARED BY: Sarah Booth Riss

Motion: _____ **Second:** _____

Board Vote: ____ (yes) ____ (no) ____ (abstain) ____ (Consent Agenda)

April 08, 2015

Corporate Education Program Agreement

This Corporate Education Program Agreement is entered into by and between Webster Groves School District, and Webster University, and shall be effective as of April 1, 2015. This agreement enables Webster Groves School District to participate in the Webster University Corporate Education Program, with respect to undergraduate and/or graduate educational programs at Webster's domestic campuses and online as the case may be for the Term (as defined below) of this Agreement. The parties agree as follows:

School's Responsibilities:

School shall provide the following services to Webster Groves School District:

- a. **Tuition Benefits:** Provided that the employee, as verified by Webster Groves School District is identified as an eligible employee of Webster Groves School District as his or her employer on the Webster University Application for Admission form, Webster Groves School District employees who are admitted to and attend any of Webster University's programs shall receive a waiver of the application fee normally required by Webster University. Provided that the employee, as verified by Webster Groves School District, is identified as an eligible employee of Webster Groves School District to the reasonable satisfaction of Webster University, such Employee will be charged the Corporate Partner Tuition rate at approximately 80% of the standard prevailing rate applicable to that student's chosen program, location and delivery mode. Corporate Partner Tuition rates shall be subject to rate increases in subsequent academic years proportionate to the tuition rate increases as established by Webster University. Such tuition savings shall not commence until the first full session after the Effective Date. No tuition credit, repayment, reprobation or refund shall be made for or to any Employee relating to classes that commenced prior to the first full semester after the Effective Date. The Corporate Partner Tuition Rate is not retroactive to previous terms of enrollment prior to verification of the Employee's eligibility. The Employee's eligibility for financial aid may be impacted by receipt of the Corporate Partner Tuition Rate. Employees shall not be entitled to any other tuition savings and are subject to all other requirements, rules, policies and procedures as set forth in the respective Webster University catalogs and addenda, and made available to the Employees by Webster University, as amended from time to time. "Employees" shall be further defined as full-time, benefit-eligible employees as recognized by Webster Groves School District human resources policies. The tuition savings shall apply to all terms in which the employee is a full-time, benefit-eligible employee prior to the start of the academic term as published by Webster University. Eligibility for the Corporate Partner Tuition rate shall cease upon the termination of employment or transfer to an ineligible job category. Tuition savings will continue for the term in which the Employee is enrolled when eligibility status is lost, however, will not apply to any future terms while not meeting the eligibility requirements.
- b. **Billing:** Webster University will bill the Employee/student directly for all tuition costs and any applicable fees, and it shall be the student's responsibility to pay all amounts incurred and Webster Groves School District shall have no obligation as to any such sums due by student. Employees/students enrolled at Webster University in programs billed as a flat tuition rate rather

than a per credit hour charge including but not limited to: undergraduate flat fee, WINS partners, dual enrollment and dual credit programs, Summer Institute, Doctor of Management, Global MAIR/INGO, Nurse Anesthesia, and Military Rates are not eligible for the Corporate Partner Tuition Rate.

- c. **Informational Events:** During the Term (as defined below) of this Agreement, Webster University will organize informational events to communicate the benefits of this agreement through the promotion of Webster University programs. Webster University will communicate the tuition benefits and educational opportunities of the Program through Webster Groves School District internal communications, websites and internal Webster Groves School District Human Resources Department communications, provided that any materials, pamphlets, communications and the like are subject to Webster Groves School District approval prior to any display of or provision of to any Employees. Informational events may include complimentary corporate workshops, information tables, seminars/speakers on mutually agreed topics, and other events as the parties may mutually agree at the discretion of a Webster Groves School District Human Resource representative.

Webster Groves School District Responsibilities:

- a. **Promotional Information:** Except as provided herein, Webster Groves School District will not make any statements or representation regarding Webster University or its educational programs, policies or Services, nor develop for distribution any marketing materials on Webster University's behalf. However, to the extent Webster Groves School District wishes to provide promotional information about the Program either in person or indirectly to any Employees, it shall first obtain prior written approval from Webster University.
- b. **Liaison:** Webster Groves School District shall identify a representative to coordinate with the Office of Corporate Partnerships to manage issues of implementation, eligibility verification, informational events and other issues associated with ongoing administration of the Corporate Education Program Agreement.

Standard Terms and Conditions:

1. **Term:** The term of this Agreement is one (1) year from the Effective Date and will automatically renew for one (1) additional one (1) year term unless either party sends the other a written notice of non-renewal at least thirty (30) days before the expiration of the then current Term of this Agreement.
2. **Publicity; Confidential Information:** Neither party is allowed to use the other party's name(s), trade name(s), trademark(s), or logos, whether registered or not, in publicity or press releases or advertising or in any manner, including customer lists, without first securing prior written consent from the other party for each use. Upon termination of this Agreement, each party shall (a) cease all use of the other party's name(s), trade name(s), trademark(s) or logo(s); and (b) at the option of the other party: return to that party upon request, discard, destroy or delete any printed and electronic materials, containing the name, trade name, trademark or logo of the other party.

3. **Confidential Information:** Webster University agrees that all information (including provisions of this Agreement) or of relating to, regardless of the manner or medium in which it is furnished to or otherwise obtained by Webster University or any Webster University representative, is provided to and received by Webster University in confidence. Webster University must at all times preserve and protect the confidentiality of this information and any other proprietary and non-public information that Webster University or any Webster University representative becomes aware of or acquires during the performance of this. Without limiting the generality of the foregoing, Webster University must not divulge to or discuss with third parties any trade secret; system program, or any other matter on which Contractor is working hereunder; other program, system, or work product belonging to Webster Groves School District which is disclosed to Webster University; or information regarding and any agreements or contracts which Webster Groves School District has with other companies or firms. Webster University must take all necessary steps to ensure that the Confidential Information is not disclosed to, or used by any person, firm, or entity, except Webster University's own employees and agents, and then only to the extent necessary to permit Webster University to perform this Agreement. The confidentiality obligations set forth above do not apply to the following:
 - a. **Public.** Information available to the public through no fault of Webster University;
 - b. **Released.** Information released by/to any third party on a non-confidential basis without restrictions on disclosure; and
 - c. **Mandated Disclosure.** Information to the extent disclosure of the information is required under any valid court or governmental order and Webster University provides Webster Groves School District immediate notice thereof so that Webster Groves School District will have an opportunity to contest disclosure or seek an appropriate protective order. The confidentiality and non-disclosure obligations contained in this Agreement survive and continue after termination of this Agreement for any reason and bind Webster University's legal representatives, successors, and assigns.
4. **Independent Contractors:** The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venture or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this agreement.
5. **Termination:**
 - (a) Either party may terminate this Agreement for a material breach by the other party upon giving the other party fifteen (15) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within fifteen (15) day cure period.
 - (b) Either party may terminate this Agreement for convenience by giving the other party thirty (30) days prior written notice of such termination.

6. Compliance:

(a) Compliance in General. Webster University is responsible for and does represent that it will comply with all federal, state, and local laws, rules, regulations, and Webster Groves School District policies applicable to this Agreement or to the performance thereof. Without limiting the generality of the foregoing, Webster University covenants that Webster University is in full compliance with the immigration laws of the United States relating to Webster University's employees assigned by Webster University to perform services for Webster Groves School District. Webster University further certifies that all of Webster University's employees are authorized by law to work in the United States, and that Webster University's employees have presented documentation to Webster University that establish both identity and work authorization in accordance with applicable immigration regulations. Webster University certifies that to the best of Webster University's knowledge, information and belief, after due inquiry, the documentation presented to Webster University is genuine and accurate. Webster University further certifies that Webster University complies with all federal, state and local labor and employment laws, and wage and hour laws, as these laws may relate to Webster University's employees performing services for Webster Groves School District.

(b) Compliance with Laws. Webster University will comply with all applicable laws, ordinances, rules, and regulations governing Webster University's duties or responsibilities under this Agreement. Without limiting the generality of the foregoing, Webster University represents that in the performance of its duties on behalf of Webster Groves School District pursuant to this Agreement, Webster University will fully comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and the standards issued by the US Department of Health and Human Services at 45 C.F.R. parts 160 and 164, to protect the security and privacy of individually identifiable health information generated by or received from Webster Groves School District, if any and if required by Webster Groves School District, Webster University agrees to enter into a Business Associates Agreement with Webster Groves School District in form and substance acceptable to Webster Groves School District, as such Business Associates Agreement may be amended, supplemented or replaced from time to time.

(c) Compliance with Webster Groves School District Policies, Goals and Guidelines. Webster University will comply with policies, goals and guidelines including: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) travel/expense guidelines; (vi) time reporting, (vii) all safety and security policies (including a prohibition against weapons), and (viii) computer security and use policies.

7. Non-Exclusivity: Webster Groves School District may contract with companies or individuals other than Webster University for similar corporate education programs including but not limited to tuition benefits to Employees and/or informational events. Webster University does not have an exclusive right to provide the aforementioned to Webster Groves School District. Webster University shall also be free to enter into similar Corporate Partnership Tuition programs with other employers.

8. Entire Agreement: This Agreement contains the entire and complete understanding for the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral, that the parties hereto

may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. This Agreement may not be waived, modified, altered or amended except by a written instrument signed by both parties. Any such waivers, modifications or amendments shall not require additional consideration to be effective. Any provision of this Agreement which is found to be illegal or invalid shall be severed and removed from this Agreement and shall not affect the legality or validity of the remaining provisions.

9. Governing Law: This Agreement shall be governed and construed according to the laws of the State of Missouri, without regard to its conflicts of laws principles. The prevailing party shall be entitled to cover its costs and reasonable outside attorney's fees and expenses incurred in connection with any action or proceeding between Webster University and Webster Groves School District
10. Amendment Validity: No changes to this Agreement shall be valid without prior written approval by both parties.
11. Notices: All other notices under this Agreement will be in writing, addressed to the receiving party's address appearing below or to another address as that party may designate in a written notice, and will be either (a) delivered by hand; (b) made by email or facsimile; (c) sent by overnight courier, or (d) sent by registered mail, return receipt requested, postage prepaid. All notices will be deemed to have been given (i) if by hand, at the time of delivery thereof to the receiving party, (ii) if made by email or facsimile, at the time that receipt thereof, as evidence by appropriate receipts, facsimile "answer-back" print-outs, or similar documentation; (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.

To: Webster University
470 E. Lockwood Avenue
Business and Finance
2nd Floor, Loretto Hall
Attn: Greg Gunderson

To: Webster Groves School District
Attn: Dr. Sarah Riss, Superintendent, Webster Groves School District
400 E. Lockwood
Webster Groves, MO 63119

12. Originals: Fully executed scanned electronic versions of this Agreement shall be considered to be originals for the purposes of enforcement.
13. Webster University will explore opportunities to enable the organization to recruit our students, provide internship, and to facilitate collaboration in multiple areas of mutual interests and benefit.

This is a partnership that is committed to elevate the talent development and the recruiting of your organization.

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement the day and year herein above written, and by doing so, represent and warrant that they accept and agree to the terms contained herein and have been or are specifically authorized to do so on behalf of the corporation or organization they represent.

WEBSTER GROVES SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

WEBSTER UNIVERSITY

By: _____

Name: Greg Gunderson

Title: Vice President & CFO

Date: _____