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AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Katano Kasaine

SUBJECT: Supplemental Report – An Updated Informational Report and Possible Action On The City Of Oakland's Partnership With Patten University/UniversityNow's Educational Opportunities For City Employees
DATE: September 26, 2013

City Administrator Approval Deanna J. Santana Date 9/26/13

COUNCIL DISTRICT: City-wide

RECOMMENDATION

Staff recommends that the Council accept this supplemental report regarding the City's partnership with Patten University/UniversityNow's Educational Opportunities for City Employees.

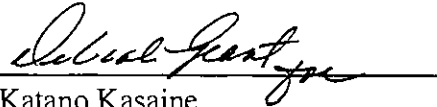
REASON FOR SUPPLEMENTAL REPORT

At the September 24, 2013 Life Enrichment Committee Meeting, staff was directed to provide a copy for the amended Letter of Agreement between the City and UniversityNow (dba Patten University). The amended agreement represents a continuation of the educational opportunities extended toward City employees and their families in conjunction with the City's Tuition Reimbursement Policy. The current agreement will be in place from September 1, 2013 through June 1, 2015. A copy of the fully executed agreement is attached.

Item: S-13
City Council
October 1, 2013

For questions regarding this report, please contact Deborah Grant, Risk Manager, at (510) 238-7165

Respectfully submitted,



Katano Kasaine
Interim Director, DHRM

Prepared by:
Deborah Grant, Risk Manager
DHRM – Risk & Benefits Unit

Attachment

A – Letter of Agreement between the City of Oakland and UniversityNow (dba Patten University), September 1, 2013 through June 1, 2015.

LETTER OF AGREEMENT - 2013-2015

This Letter of Agreement ("Agreement") is made and entered into as of September 24, 2013, between UniversityNow ("uNow") (also doing business as Patten University) and the City of Oakland ("COO").

- A Both uNow and COO understand the importance of preparing employees to think critically, strategize globally, and become key-problem solvers through current, real-world curriculum.
- B Patten University undergraduate and graduate degree programs provide an opportunity to fulfill employees' potential and increase contributions to the success of COO and propel them to the next level within their careers with competencies that better prepare the employees for their workplace.
- C COO is committed to its employees' success and has a tuition reimbursement policy in place.
- D It is to the mutual benefit of the parties to this Agreement that employees of COO will participate in various academic programs offered by Patten University online and on-campus, in Oakland.
- E COO and uNow entered into an agreement dated May 29, 2013, which created a tuition discount program including a 90-day Introductory Period Tuition Discount. Said agreement will remain in force and effect as to those students who enrolled during the effective date of that agreement. Students enrolling on or after the effective date of this agreement (Letter of Agreement 2013-2015) will be subject to the terms and conditions stated herein.

uNow and COO agree that:

- 1 During the term of this Agreement, the COO will list Patten University as a *non-exclusive educational provider* for COO's employees in print materials and on the COO's intranet site, as applicable, and assist uNow in organizing informational events to allow promotion of Patten University's degree programs. The COO will email its employees announcing this opportunity, and it will grant Patten University access to the COO's employees through mutually agreeable events, such as information tables, lunch-n-learn events, faculty colloquiums, or webinars on mutually agreed topics and other events as the parties may agree.
- 2 Provided that the employee identifies the COO as his or her employer on the Patten University Admissions Application, COO employees who enroll in uNow's business programs shall receive a waiver of the application fee that would otherwise be required of those that are not COO employees. No application fee credit or repayment shall be made for any COO employee already enrolled at Patten University prior to the effective date of this agreement.
- 3 In addition, while employed by COO, each enrolled COO employee will receive the following considerations:
 - a Tuition and Fee Limit. For active COO employees and their immediate family members who enroll with Patten University during the effective

dates of this Agreement, but after the Tuition Discount Periods (as defined in subsections 3c and 3d below), tuition for undergraduate online courses will be \$3,948 per year (three trimesters), inclusive of as many courses as students can complete along with all eBooks and other course materials. (Note that on campus students may incur additional fees, such as text books and other learning materials.)

Tuition for graduate degree programs courses will be \$5,988 per year (three trimesters). An additional "on-campus" fee of \$400 per term will apply when students attend on-campus courses at Patten University in Oakland, rather than through online learning. (The on campus fee covers support services that are not offered to online students, such as tutoring, career services, main campus events, technological resources, etc.) These amounts will not increase for the student or qualifying immediate family member so long as the qualifying employee remains an active employee of the City of Oakland.

- b Tuition Deferment. Patten University will allow Oakland City employees who are eligible for tuition assistance benefits (tuition reimbursement) to defer their tuition payments under the terms of the Patten University Tuition Deferment Plan.
- c Tuition Discount Period for Employees. For COO employees who qualify for City of Oakland Tuition Reimbursement under an applicable Administrative Instruction or labor agreement, who enroll from the period of September 9, 2013 – June 1, 2015 Patten University will limit the annual undergraduate course tuition and fees to \$1,500 per year (or three trimesters), inclusive of as many courses as students can complete along with all eBooks and other course materials. (Note that on campus students may incur additional fees, such as text books and other learning materials.) An additional "on-campus" fee of \$400 per term will apply when COO employees take on-campus courses at Patten University in Oakland, rather than through online learning. These amounts will not increase so long as the student remains in good academic standing.
- d Tuition Discount Period for Family Members. For immediate family members of active COO employees, who enroll from the period of September 9, 2013 – June 1, 2015, Patten University will limit the annual undergraduate course tuition and fees to \$3,300 per year, inclusive of as many courses as students can complete along with all eBooks and other course materials. (Note that on campus students may incur additional fees, such as text books and other learning materials.) An additional \$400 "on-campus fee" per term will be apply to those taking on-campus courses at Patten University in Oakland, rather than through online learning. The on campus fee covers support services that are not offered to online students, such as tutoring, career services, main campus events, technological resources, etc.) These amounts will not increase so

long as the qualifying immediate family member remains in good academic standing.

- 4 No tuition credit, repayment, proration or refund shall be made to any COO employee or qualified immediate family member relating to classes which commenced prior to the first full term after the Effective Date of this agreement. With the exception of the "refer a friend" opportunity, COO employees and immediate family members shall not be entitled to any other tuition or fee reduction at Patten University, and are subject to all other admission requirements as set forth in the respective Patten University catalogs, websites and addenda.
- 5 Other than waiving the application fee and tuition reduction explicitly set forth in the preceding paragraphs, this Agreement does not create any obligation for Patten University to admit COO employees or family members, or to waive or reduce any other expenses associated with taking courses taught by Patten University, including but not limited to, the cost of books, technology charge, or other fees (collectively, the "Other Fees"). Each student/employee of the COO shall be responsible for paying all tuition costs and any applicable Other Fees. It shall be the COO's responsibility to inform its employees of the terms of its tuition reimbursement program, including but not limited to, the extent to which the COO will reimburse its employees for any tuition and Other Fees.
- 6 Because the COO does not utilize uNow's Corporate/Agency Direct Billing Plan, Patten University will bill the employee/student directly for all tuition costs and Other Fees, and it shall be the student's responsibility to pay all amounts incurred. However, the COO's enrolled employee(s) may choose to defer billing by requesting from and working with a Patten University Financial Options Advisor to secure a deferral, subject to: (i) Patten University's internal tuition/fee deferral policies and procedures; and (ii) payment by the student of a deferral fee which is required in the case of each deferral granted.
- 7 Patten University reserves the right to deny admission to a COO employee or family member if such persons cannot meet the requirements for admission to the relevant degree program, as amended from time to time. All Patten University policies, as amended from time to time, including but not limited to those relating to student eligibility, discipline, and standing, shall apply to the enrolled employees. Patten University may terminate a student's enrollment for violation of any rule, policy or procedure, in the same manner as Patten University may terminate the enrollment of any student at large. Causes for termination of the student's enrollment also include, but are not limited to, the student's ineligibility to participate in the Program or the student's failure to make timely payments of tuition and/or Other Fees.
- 8 In collateral marketing materials, whether electronic or hard copy, COO is hereby granted a limited, nonexclusive license to use the Patten Universities' names, trade names, trademarks and logos during the term of this Agreement

for the sole purpose of performing the COO's obligations under this Agreement, and uNow is hereby granted a limited, nonexclusive license to use the COO's name, trade names and logos during the term of this Agreement for the sole purpose of marketing to COO employees any COO educational events sponsored in conjunction with Patten University. Both parties warrant that they own all right, title, and interest in, or otherwise have full right and authority to permit the use of said names, trade names, trademarks and logos. Upon termination of this Agreement, the foregoing licenses will immediately terminate and each party shall (a) cease all such aforementioned use; and (b) discard, destroy or delete any undistributed printed and electronic materials containing the name, trade name, trademark or logo of the other party. The parties shall make commercially reasonable efforts to avoid using the name, trade name, logo and/or trademark of the other party in any way that would cause confusion in the public mind as to the relationship between the parties, and neither party by virtue of this Agreement, shall gain any right, title or interest in any name, trade name, trademark or logo of the other party except to the extent licenses are expressly granted herein. All logo usage must be made in a manner acceptable to and approved in a separate writing by the logo owner. Neither party shall utilize the logo of the other party without first receiving the other party's written consent, which shall not be unreasonably withheld.

- 9 The relationship established under this Agreement shall be that of independent parties negotiating at arms-length, 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
- 10 uNow hereby disclaims all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, uNow's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise), including but not limited to the indemnification terms appearing herein, shall not exceed the amount paid by the COO's employees to uNow for tuition and other fees during the four (4) month period immediately preceding the occurrence of the event which is the subject of the claim.
- 11 The term of this Agreement is two (2) years from the Effective Date. This agreement can be renewed based on mutual agreement by the Parties to extend this education opportunity for COO's employees.
 - (a) Either party may terminate this Agreement for any reason by giving the other party thirty (30) days prior written notice of such termination.
 - (b) Either party may terminate this Agreement, effective immediately or following a period to cure, for a material breach by the other party, upon giving written notice. It shall be the terminating party's sole option to extend a period for the allegedly breaching party to cure the breach, for a period of time to be determined at the sole discretion of the terminating

- party.
- (c) Should such termination occur prior to the end of the term of this Agreement, employees of the COO who are enrolled at the time of said termination shall be eligible for continued tuition reduction at the rate specified in this agreement until they complete their degree program, assuming they remain in good academic standing.
- 12 This Agreement contains the entire and complete understanding of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties that refers specifically to this Agreement. 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. Failure by either party to require performance of any provision of this Agreement shall in no way constitute a waiver of that party's rights under this Agreement.
- 13 This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to conflicts of law principles thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of the state or federal court for or within the City of Oakland, California and waives any objection to venue or inconvenience of the forum in any such court.
- 14 The COO may not assign this Agreement or any rights or obligations hereunder without the express written consent of uNow, except to a subsidiary of the COO provided the COO promptly notifies uNow of such assignment.
- 15 Paragraphs 5, 6, 9, 10, 11 (c), 12 through 14, 16 through 19, and the second through fifth sentences of Paragraph 8 shall survive termination of this Agreement for any reason.
- 16 This Agreement is the product of collaboration between the parties, and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.
- 17 Each party agrees to perform any and all acts and execute any and all documents that may be reasonably necessary to fully carry out the provisions and intent of this License Agreement.
- 18 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and signatures conveyed via facsimile and PDF shall have the same force and effect as original signatures.

Notices under this Agreement shall be deemed given (a) on the following business day when sent by overnight courier; or (b) three (3) days following registered mailing, in each case to the other party at the address specified below or such new address as any party shall communicate to the other in writing from time to time.

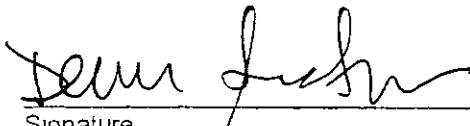
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150 Frank H. Ogawa Plaza, Suite 2352
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Attn: Deborah Grant, Risk Manager
510-238-7165
dgrant@oaklandnet.com

Patten University
2433 Coolidge Ave
Oakland, CA 94601.
Attn: Dr. Thomas Stewart, President
510-485-7806
tstewart@patten.edu

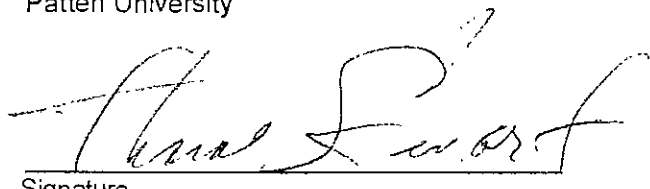
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

City of Oakland

Patten University



Signature



Signature

Deanna Santana

Printed

Dr. Thomas Stewart

Printed

City Administrator

Title

President

Title

Sept. 26, 2013

Date

Sept. 26, 2013

Date