

HUMAN RESOURCES DEPARTMENT
FORT BEND COUNTY, TEXAS

Kent M. Edwards, PHR
Director of Human Resources

MEMORANDUM

To: Judge KP George
Commissioner Vincent Morales
Commissioner Grady Prestage
Commissioner Andy Meyers
Commissioner Ken DeMerchant

From: Kent Edwards,
Director of Human Resources

Subject: HR Agenda Items for September 1, 2020 Commissioners Court

Date: August 24, 2020

The following information is a summary of the HR Agenda Items for the September 1, 2020 Commissioners Court.

Discussion Item – Human Resources – Take all appropriate action to adopt the amended Corporate Education Program Agreement and the Corporate Education Agreement Addendum as presented by DeVry University, Inc., in order to provide tuition reduction to the Fort Bend County employees and their families who meet the University's admission standards and authorize County Judge to sign all documents pertaining to the Agreement.

Human Resources approves of the proposed item.

Should you have any questions, please do not hesitate to contact me 281/ 341-8631.

KE/ir

CORPORATE EDUCATION PROGRAM AGREEMENT ADDENDUM

This Addendum dated 8/24/2020, 2020, (hereinafter the "Effective Date") amends the Corporate Education Program Agreement ("CEP Agreement") entered into between DeVry University, Inc. ("DeVry") and Fort Bend County ("Company").

The Parties desire to add additional provisions to the CEP Agreement as follows:

Tuition Benefits: Employees of the Company and their dependents who are registered to and attend DeVry's programs ("Student") will be charged tuition at a percentage reduction of DeVry's then prevailing tuition rate ("Partner Group Tuition Rate"). For avoidance of doubt, "Employees" includes interns and contractors of the Company. The percentage reduction is set forth in Exhibit A and is subject to change at DeVry's sole discretion. Additionally, such Employees shall receive a waiver of the application fee normally required by DeVry provided that the Employee identifies the Company as his or her employer on the DeVry Application for Admission form. No Student who is already enrolled at DeVry shall receive any application fee credit or repayment. Partner Group Tuition Rate will not commence until the first full session after the Effective Date. No Student shall receive any tuition credit, repayment, reparation or refund relating to classes that commenced prior to the first full term after the Effective Date. Students shall not be entitled to any other Partner Group Tuition Rate or DeVry savings and are subject to all other requirements, rules, policies and procedures as set forth in the respective DeVry catalogs and addenda, as amended from time to time.

1. **Complimentary Course (Jump Start Your Future Program):** DeVry in conjunction with Company is offering the following opportunity to new Students and their dependents, enrolled at DeVry after the Effective Date.
Jump Start Your Future Program: New Students and their dependents may enroll in a DeVry 3-credit-hour course, for academic credit at no tuition cost. Students are responsible for the costs of books and student fees applicable to their selected program. For those Students interested in a 4-credit hour course, they may enroll and will be responsible for the tuition for one credit hour. In addition, the Learning Management System Access ("LMS") fee will be waived for Students taking only one course, but the LMS fee will be charged if a Student takes additional courses. Students must meet all pre-requisite and course requirements, and take the course within their first session. A Student may not take more than one complimentary course in their first session. Students who fail DeVry's entrance assessment for math and/or English will be placed in DeVry's foundational prep courses ("Foundations"), which are free of charge. Such Students may not participate in the Jump Start Your Future Program until they have successfully completed their Foundations coursework. Foundations coursework is offered at DeVry's discretion to applicants whose demonstrated proficiency in college-level skills does not meet the minimum requirements for admissions
2. **Employee Engagement/Marketing Communications Plan.** Company and DeVry agree that the attached Employee Engagement/Marketing Communications Plan shall apply to this Addendum.
3. **Five Complimentary ModULearn Basic Modules.** DeVry in conjunction with Company is offering the opportunity for five (5) of Company's employees to enroll in Accelerated Leadership Basics, a 3-module program delivered through ModULearn Basic at no cost. These 3-modules will provide targeted, strategic skills development applicable for anyone that is currently or seeks to be in a leadership role.

4. **Automatic Addendum Expiration.** This Addendum shall expire by its own terms on the one-year anniversary date of the Effective Date and all tuition rates shall revert back to the tuition rate set forth in the CEP Agreement.
5. **Term and Termination.** In the case this Addendum is terminated for any reason by either party, no additional employees or Students will be eligible after the date of termination for the Jump Start Your Future Program, complimentary ModULearn Basic Modules or Tuition Benefits. Students currently enrolled at the time of termination will (i) continue to receive the applicable Partner Group Tuition Rate as long as they are not out of school for more than six consecutive sessions; and (ii) will be informed by DeVry WORKS Partnership Services team via email within fourteen (14) days of termination.
6. **Government Entity.** It is understood and agreed that Fort Bend County is a body corporate and politic under the laws of the State of Texas.
7. **Non-appropriation.** It is specifically understood and agreed that no funds have been appropriated by Fort Bend County under this Agreement and that no payment shall be due by County.
8. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **No Other Modification to Addendum.** Except as specifically modified by this Addendum, the CEP Agreement and each of its terms shall remain in full force and effect.

The undersigned acknowledge and agree that this Addendum shall be incorporated in full into the CEP Agreement and become a part thereof as if its terms were initially included in the CEP Agreement, and represent and warrant that they are authorized to sign this Addendum to bind their respective party hereto.

FORT BEND COUNTY

BY: _____

Name: KP George

Title: Fort Bend County Judge

Date: _____

DEVRY UNIVERSITY, INC

DocuSigned by:
EY Pamela McTernan
FCFFE765ABF841A...

Name: Pamela McTernan

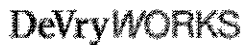
Title: Operations Manager, Strategic Partnerships

Date: 8/24/2020

Account Manager: Rosa Zurbriggen

EXHIBIT A

Students shall receive a reduction of 25% off of DeVry's tuition rate.



Corporate Education Program Agreement

This Corporate Education Program Agreement (the "Agreement") is entered by and between Fort Bend County, its affiliates and subsidiaries, ("Company") and DeVry WORKS, a division of DeVry University Inc. ("DeVry"). This Agreement enables the Company to participate in DeVry's Corporate Education Program (the "Program") for the term of this Agreement. The parties agree as follows:

1. DeVry's Responsibilities:

1.1. Tuition Benefits: Employees, interns, or contractors of the Company who are admitted to and attend DeVry's programs (the Employee) will be charged tuition at a percentage reduction of DeVry's then prevailing tuition rate ("Partner Group Tuition Rate"). The percentage reduction is set forth in Exhibit A and is subject to change at DeVry's sole discretion. Additionally, such Employees shall receive a waiver of the application fee normally required by DeVry provided that the Employee identifies the Company as his or her employer on the DeVry Application for Admission form. No Employee who is already enrolled at DeVry shall receive any application fee credit or repayment. Partner Group Tuition Rate will not commence until the first full session after the Effective Date. No Employee shall receive any tuition credit, repayment, reparation or refund relating to classes that commenced prior to the first full term after the Effective Date. Employees shall not be entitled to any other Partner Group Tuition Rate and are subject to all other requirements, rules, policies and procedures as set forth in the respective DeVry catalogs and addenda, as amended from time to time.

1.2 Billing: DeVry will bill the Employee directly for all tuition costs and any applicable fees, and the Employee shall be responsible to pay all amounts incurred. However, the Employee may choose to defer billing by requesting from and working with a DeVry advisor to secure a deferral, subject to (a) DeVry's internal tuition/fee deferral policies and procedures and (b) payment by the Employee of a deferral fee which is required in the case of each deferral granted.

1.3 Family Education and Benefits Program (FEBP): DeVry University agrees to offer the benefits of the Corporate Education Program Agreement including 15% off of DeVry's tuition rate, to any family member (each a "Dependent" and collectively "Dependents") of Company, the definition of a Dependent is as follows below:

Dependents include: a spouse, biological child, stepchild, legally adopted child, child for whom the employee is a court appointed guardian, and child of a domestic partner. Dependents are also defined as a domestic partner, in a committed long-term relationship, with a partner of the same or opposite sex. Neither party can be legally married to other individuals. Adoptive or biological parents of the eligible employee can also be classified as Dependents.

The Dependent student must complete the DeVry University Family Education and Benefits Program Eligibility & Billing form in order to be eligible for the benefits. No application fee credit or repayment shall be given retroactively to any Dependent student that is already enrolled at DeVry University.

Dependent students are free to apply for any separate scholarship program, military pricing program or other tuition savings program for which they may be eligible under the terms of DeVry University's catalogs and addenda.

DeVry University will bill the Dependent student directly for all tuition costs and Other Fees, and it shall be the Dependent student's responsibility to pay all amounts incurred. However, the Dependent student may choose to defer billing by requesting from and working with a DeVry advisor to secure a deferral, subject to (a) DeVry's internal tuition/fee deferral policies and procedures and (b) payment by the student of a deferral fee which is required in the case of each deferral granted. DeVry University reserves the right to deny admission to a Dependent student if such Dependent student cannot meet the requirements for admission, as amended from time to time.

2. Company's Responsibilities:

2.1. Employee Engagement: DeVry and Company will collaborate and create awareness of partnership to employees.

2.2. The Company will not make any statements or representation regarding DeVry or its programs, policies or services, nor develop for distribution any marketing materials on DeVry's behalf.

3. Term and Termination:

3.1 The term of this Agreement is three (3) years from the Effective Date, unless either party sends the other a written notice of termination at least sixty (60) days before the anniversary date of the Effective Date.

3.2 Either party may terminate this Agreement for a material breach by the other party upon giving the other party thirty (30) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within the thirty (30) day cure period.

3.3 Either party may terminate this Agreement for convenience by giving the other party thirty (30) days prior written notice of such termination.

3.4 In the case this Agreement is terminated for any reason by either party, no additional Employees or Dependents will be eligible for the Program benefits. Employees or Dependents currently enrolled at the time of termination will (i) continue to receive the applicable Partner Group Tuition Rate as long as they are not out of school for more than six consecutive sessions; and (ii) will be informed by DeVry WORKS Partnership Services team via email.

4. Confidentiality, Media

4.1 Neither party is allowed to use the other party's name, tradename, trademark or logos in publicity releases or advertising 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, tradename, trademark or logo; and (b) discard, destroy or delete any printed and electronic materials, containing the name, tradename, trademark or logo of the other party. DeVry and the Company agree that DeVry may list the Company and the benefits available to its employees under this Agreement on DeVry's internal and external websites and/or DeVry's tuition calculator tool as a means of assisting the Company's employees in learning about and taking advantage of the available benefits.

4.2 Press Release; Public Announcements: Promptly following the execution of this Agreement, the Company and DeVry shall jointly issue a mutually agreeable press release (the Mutual Press Release) announcing certain terms of this Agreement.

5. General

5.1. 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 venturer 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.

5.2 Both parties hereby disclaim all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, neither party's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise) shall exceed the amount paid by the Company's employees to DeVry for tuition during the three (3) month period immediately preceding the occurrence of the event which is the subject of the claim. **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND.**

5.3 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. 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.

5.4 This Agreement shall be governed and construed according to the laws of the State of Illinois.

5.5 Sections 4.1, 5.2, and 5.4 shall survive termination of this Agreement for any reason.

5.6 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; (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 the delivery thereof to the receiving party; (ii) if made by email or facsimile, at the time that receipt thereof, as evidenced 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 DeVry:
DeVry University, Inc.
1200 E. Diehl Road
Naperville, IL 60563
Attn: Legal Department - Contracts

With copy to Account Manager: Rosa Zurbriggen

To Company:
Fort Bend County
301 Jackson St
Richmond, TX 77469-3108

5.7 Fully executed scanned electronic versions of this Agreement shall be considered to be originals for the purposes of enforcement.

IN WITNESS WHEREOF, the Agreement has been executed as of the Effective Date.

DeVry University, Inc.	Fort Bend County
DocuSigned by: <i>Pamela McTernan</i>	BY:
NAME: Pamela McTernan	NAME:
TITLE: Sr. Specialist, Sales Operations	TITLE:
DATE: 8/24/2020	DATE:

EXHIBIT A

Company's Employees shall receive a reduction of 15% off of DeVry's tuition rate.