C-BEN
Employer Engagement Best Practices Toolkit

A resource for institutions of higher education to establish industry partnerships

COMPETENCY-BASED
EDUCATION NETWORK

CREDITS/CONTRIBUTORS:

Ruth McGillivray, MA
Northwest Seminary

Lamont Allen
Rasmussen College

Brynn Schichtel
Northern Arizona University

James Hedges, PhD
Westminster College

Nancy Nelson, PhD, MBA, OTR, CHT
University of Wisconsin-Milwaukee

Laura Pedrick, MMC
University of Wisconsin-Milwaukee

Craig Schieber, PhD
City University of Seattle

Yedid Minjares, MEd
Programs Administrator, C-BEN

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Introduction

How to use this Toolkit

The Employer Engagement Best Practices Toolkit is designed to help guide institutions of higher education (IHEs) through the process of exploring, launching, maintaining and evaluating partner relationships with employer organizations.

In addition to information on each of these steps, it also includes a variety of tools and templates to help you get started, such as:

- Continuum model to help you identify the type of partnership that best suits each project
- Variety of case studies exemplifying each partnership type
- Example template for an MOU
- Example templates for calculating credit awarded for prior learning assessment (PLA)

You may want to read this toolkit cover-to-cover before getting started, or you may prefer to draw on specific tools as needed. Either way, we recommend you familiarize yourself with the four stages of partnership around which the toolkit is organized, as well as the partnership type continuum model. These two core elements are foundational to the toolkit, language and assumptions throughout.

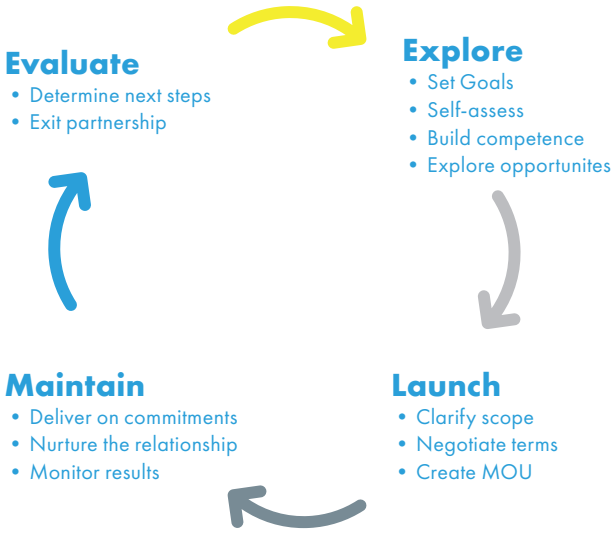
Regardless of the approach you take, we challenge you to consider the benefits of partnering with employers in competency-based education, and use this resource to help you get started.

Toolkit at-a-Glance

There is a natural progression to partnership relationships:

- Explore and vet opportunities
- Launch shared programs
- Maintain and deliver on commitments
- Evaluate and transition relationships as appropriate

This toolkit is a how-to resource, designed to take you step-by-step through these four phases, touching on key considerations and offering tools to assist with each phase.



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Why Partnerships Matter

Aligning program offerings to meet the ever-changing needs of learners and the marketplace is an ongoing challenge. The obvious reason for partnership is that the entities involved can attain goals that would be otherwise difficult or impossible to achieve on their own. However, there are additional, important benefits to establishing partnerships between institutions of higher education (IHEs) and employers.

IHE

- Understand your institutional strengths and areas where development is needed
- Translate institutional goals and values into market-relevant offerings
- Stimulate creativity and innovation
- Establish deeper relationships with members of your target market to hear and understand their needs
- Expand your student base
- Develop expertise and reputation in a particular field

Employer

- Guidance from experts in your field on how to train and develop employees
- Opportunity to customize courses or programs to your context
- Ready access to curated research and resources relevant to your industry or business
- Improve the reputation of your company as a "destination point" for employees who value personal growth and career development

While the benefits are appealing, there are risks to partnership as well, such as:

- Damaged reputation from a failed venture
- Commitment to an unsustainable financial model
- Dependence on resources that become unavailable
- Proceeding without market research
- Underestimated scope of work
- Unanticipated cultural differences between partners
- Poor maintenance of the relationship

Minimize these risks by being aware of them up-front, and mitigate for them through wise partner selection, clear internal and external communication, and setting realistic goals and expectations.

The CBE Advantage

Your competency-based approach to education offers a natural advantage when approaching employers about partnership. Employers seek courses and training for employees because they are looking to improve competence, not just add to their resume. The new knowledge and skills are only useful if the learner can apply them meaningfully in the workplace. This is where CBE schools shine—promote your unique, market-relevant approach!

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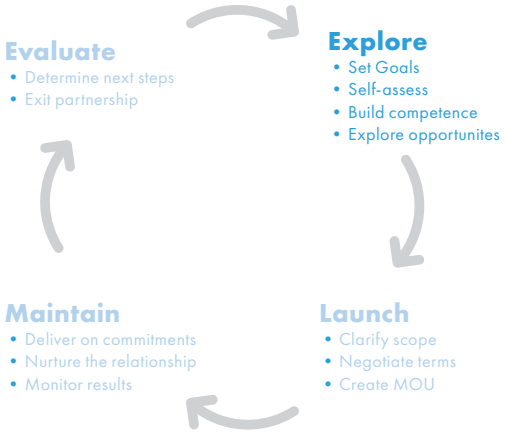
Explore

During this initial phase of a partnership, an organization must reflect and identify their partnership goals and organizational strengths. By identifying who you are and where you want to be, you can narrow the range of prospects and target specific relationships and opportunities.



Tips for success at this stage:

- Know why you want to engage
- Know why the partner(s) want(s) to engage
- Ensure alignment with institutional mission and optics
- Consult with those affected--internal and external
- Consider legal or ethical implications, if any

Set Goals

Consider the goals you want to achieve through the partnership, and the outcomes needed by all stakeholders. Be specific. Following are a few examples:

IHE

- Increase revenue/pipeline of students
- Improve brand awareness
- Incentivize future education
- Employ your students
- Facilitate internship placement
- Secure industry feedback on curriculum
- Improve completion rates for degrees, certifications, credentials, etc.

Employer

- Develop talent
- Attract/keep high performing employees
- Save on talent acquisition
- Create a buzz in the company
- Receive customized program, curriculum and support
- Receive context-relevant education

A helpful tool to help your employer partners consider the outcomes and set their goals for the partnership is the Lumina Foundation study, *Talent Investments Pay Off* (https://www.luminafoundation.org/files/resources/talent-investments-pay-off-cigna-full.pdf). This study utilizes the case of Cigna Corporation and showcases how investing in their talent had benefits for the employees and their bottom line.

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Self-Assess

As in any good relationship, it's wise to know yourself well before committing to any long-term partnership. It's also a good idea to have a realistic sense of the market landscape.

Use the *Institution Self-Assessment Worksheet* in the Appendix of this Toolkit to answer the following questions about your institution. Doing this work in advance will help you ensure you select compatible partners.

1. Assess your institution's reputation in the general marketplace:

- What do people perceive about your institution?
- What do they know about you?
- How much credibility do you have?

Your institution's reputation does not necessarily need to limit your opportunities, but having a realistic understanding of what it is and how you are perceived in the marketplace will help you assess the scope of work required to pursue opportunities.

This is a very important step. If you're not sure of the answers to these questions, reach out to employers in your target market and solicit honest feedback through questionnaires, focus groups or interviews.

2. Assess institution's alignment:

- What are your institutions core values?
- How do your goals for partnership align with your strategic plan or institutional priorities?
- Have you done a SWOT analysis for your institution or department?
- Is there a commitment from your leaders to support long-term partnerships?

If your institution does not support this direction or it does not align with the strategic direction, establishing corporate partnerships and getting internal support to resource them will be a hard sell. Make sure there is a connection point between the proposed partnership strategy and your institution's core values and strategic goals.

3. Assess the market:

- Who could realistically benefit from a partnership with you and why?
- Which specific jobs/industries does your institution best understand?
- What data or research are you using to support your understanding of the needs of those jobs/industries?
- In your research of national or regional workforce trends, which needs best align with the strengths of your institution?

Ensure there is a viable market and demand for the partnership opportunities you are offering. This is especially important if you are investing resources into business development or program design to support new partnership directions.

4. Assess your institution's offerings

- What programs or expertise do you currently offer that align with national workforce trends?
- What programs/learning do you currently offer that meet the needs of local corporate partners?
- What else does your institution have to offer that would benefit a potential employer partner?
- What training/professional development opportunities do you have available to resource your team so that it can support partnerships?

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The most cost-effective program to market is the one you already run. If you are new to corporate partnerships, minimize your risk and ensure a faster return on investment by building on your school's reputation, expertise and programming in a field where you're already strong. Get creative in helping potential partners envision the business value of subject matter expertise you already offer.

5. Assess your institution's prior experience:

- What prior experience has your institution had with corporate partnerships?
- What was learned from those previous partnerships?
- What worked well?
- What needed improvement?
- What have you learned from researching other institutions' partnerships that will affect the opportunities you pursue?

Do some internal and external research. Find out if others in your organization have tried corporate partnerships in the past and learn what happened. More importantly, understand the lingering perception of what happened. See what you can learn about employer partnerships that other institutions in your area may have in place. Leadership will have more confidence in your proposal if you demonstrate understanding of your school's positive or negative history with partnerships and the current landscape in your region.

6. Identify institutional goals for partnership:

- What are your general goals for corporate partnership?
- What is the mission statement of the partnership?
- What are the outcomes you expect to see from a corporate partnership?
- What student learning outcomes would you expect to see in a corporate partnership?

Play to your strengths and apply the backwards design principles of competency-based education to the project. This will help you articulate and achieve the desired outcomes of the partnership.

7. Assess institutional readiness:

- Has your institution created value proposition sheets for corporate partners?
- What is your communication strategy for approaching potential corporate partners?
- Does your institution have a business plan process for corporate partnerships?
- Does your institution have a strategy to assess the success/failure of a partnership?
- Are there dedicated resources devoted to the start-up and success of a partnership? Do they possess the core competencies required to support and maintain these relationships?
- Does your institution have a centralized department or single point of contact for corporate partners?
- How do different departments work together to meet the needs of corporate partners?
- Get your story ready and accessible (avoid higher education jargon)

These questions are just a start to get you thinking; the list will change for each institution. The point is to know what you need in your institution to support initiating and maintaining employer partnerships, and make sure it's in place or at least resourced, before you get started.

Use the *Institution Self-Assessment* and *Employer Partner Fit* worksheets in the Appendix of this toolkit to help you identify your institutional strengths, experience and goals for a potential corporate partnership, and align them against the strengths, needs and experience of potential partners.

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Build Competence

Initiating and maintaining successful employer/institution partnerships requires specific competencies in the personnel who support them.

The following competencies have been identified as "core" for any institution considering employer partnerships. Each one is relevant for all types of partnership, but different stages of partnership will rely more heavily on some than others.

For example, competency in evaluation and analytics would not be the most significant resource needed when exploring a potential partnership. That phase would place higher emphasis on internal communication. Competence in evaluation and analytics would be more important for ongoing maintenance or review of an existing partnership.

Each phase will depend on different competencies to support development or maintenance of the partnership during that phase, but at some point in every partnership, you will need access to resources who demonstrate each of these competencies.

Internal competencies for successful partnerships

Internal Communication

- Gather information on units/departments that could contribute to partnership
- Gather, curate and analyze market research relevant to partnership
- Articulate business case and scope of project to gain buy-in and approval for partnership
- Establish cascading communication plan with all stakeholders
- Ensure partner is not approached by multiple IHE units

Partner Communication

- Identify right contacts within partner organization
- Produce jargon-free and logical project plans, meeting agendas, and correspondence
- Follow up on questions and to-do items that arise in a timely manner
- Understand cultural variances that may impact scope of partnership agreement

Conflict Resolution

- Spot potential conflict points to prevent escalation
- Have empathy for partner's point of view
- Make a case for IHE's perspective that does not deepen the disagreement
- Know terms of the MOU and stay within them
- Follow MOU's mediation requirements
- Rebuild relationship after conflict resolved

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Envisioning

- Identify how partnership aligns with institutional mission
- Identify potential growth opportunities
- Envision what partnership will look like at maturity or at scale
- Identify potential risks or ethical conflicts

Evaluation and Analytics

- Define, track, and analyze metrics for success
- Ensure metrics address all needs of partnership stakeholders
- Determine whether partnership is viable from financial perspective
- Identify all costs (including opportunity costs, to extent possible)

Negotiation

- Understand aims and motives of prospective partner
- Understand what is non-negotiable from IHE perspective
- Ensure partnership parameters are appropriately vetted within IHE
- Craft a 'win-win' partnership that benefits all stakeholders
- Know how to gracefully decline invitation to partner
- Monitor changes necessary to meet cultural demands of all stakeholders

Instructional Design

- Work with subject matter experts to design learning experiences, create/customize content, build context-appropriate assessments
- Curate external inputs and learning resources
- Update curriculum
- Monitor and recommend technology developments and tools

Quality Control

- Meet accreditation standards and curriculum committee processes
- Monitor and assess delivery, regular and substantive interaction
- Ensure quality student support services
- Ensure quality of user experience

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Explore Opportunities

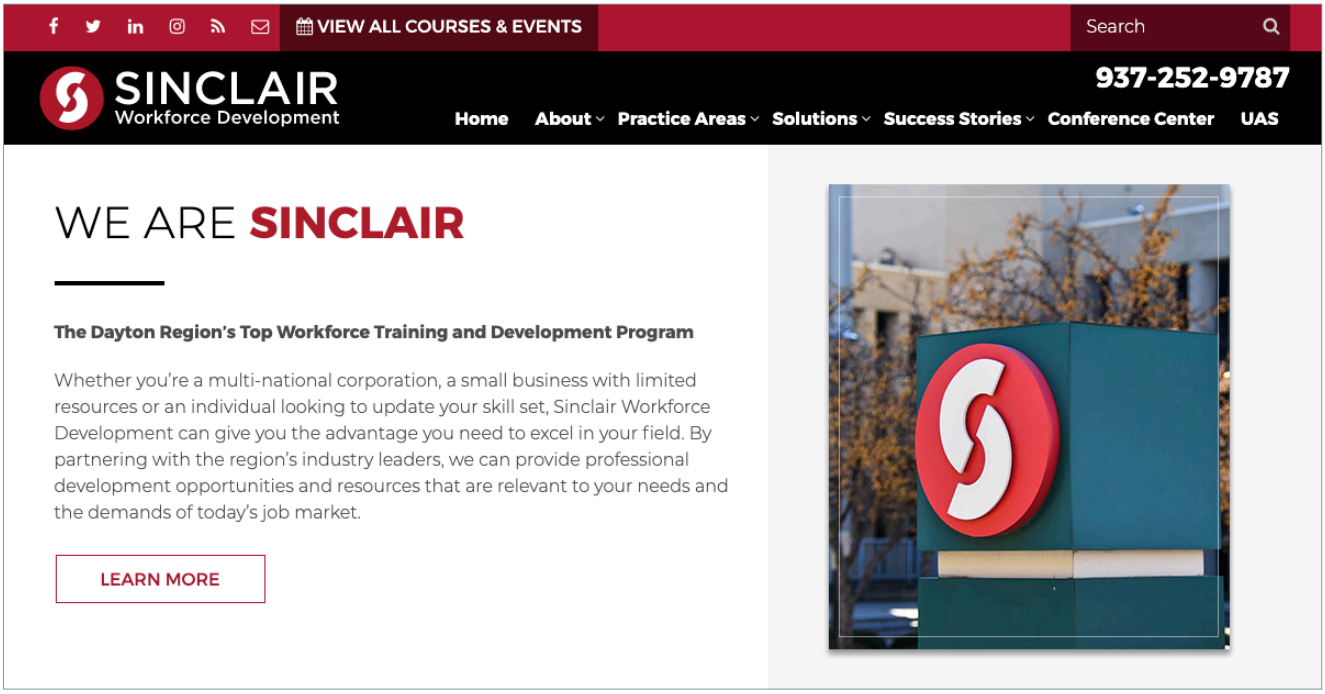
Let the world know you're open to partnerships. Use your website to attract potential partners who don't even realize they could partner with you.

Some tips for your website:

- Create a dedicated page or group of pages for partnership
- Give it an easy-to-find address (e.g., www.your_institution.edu/partnerhips)
- Make it easy to find and access from the home page
- Don't clutter it with too much information – focus on what you can do, and your best fit markets
- Emphasize your CBE expertise
- Don't assume the reader knows what CBE is or why it's an advantage—give them a quick intro
- Include examples of current partnerships, but make sure they illustrate the kind of partnerships you are looking for
- Include a specific phone number and/or email address where the reader can get further information

Included here are two examples of websites that advertise and promote institutional partnerships.

The first example, Sinclair College, focuses on partnering for workforce development.



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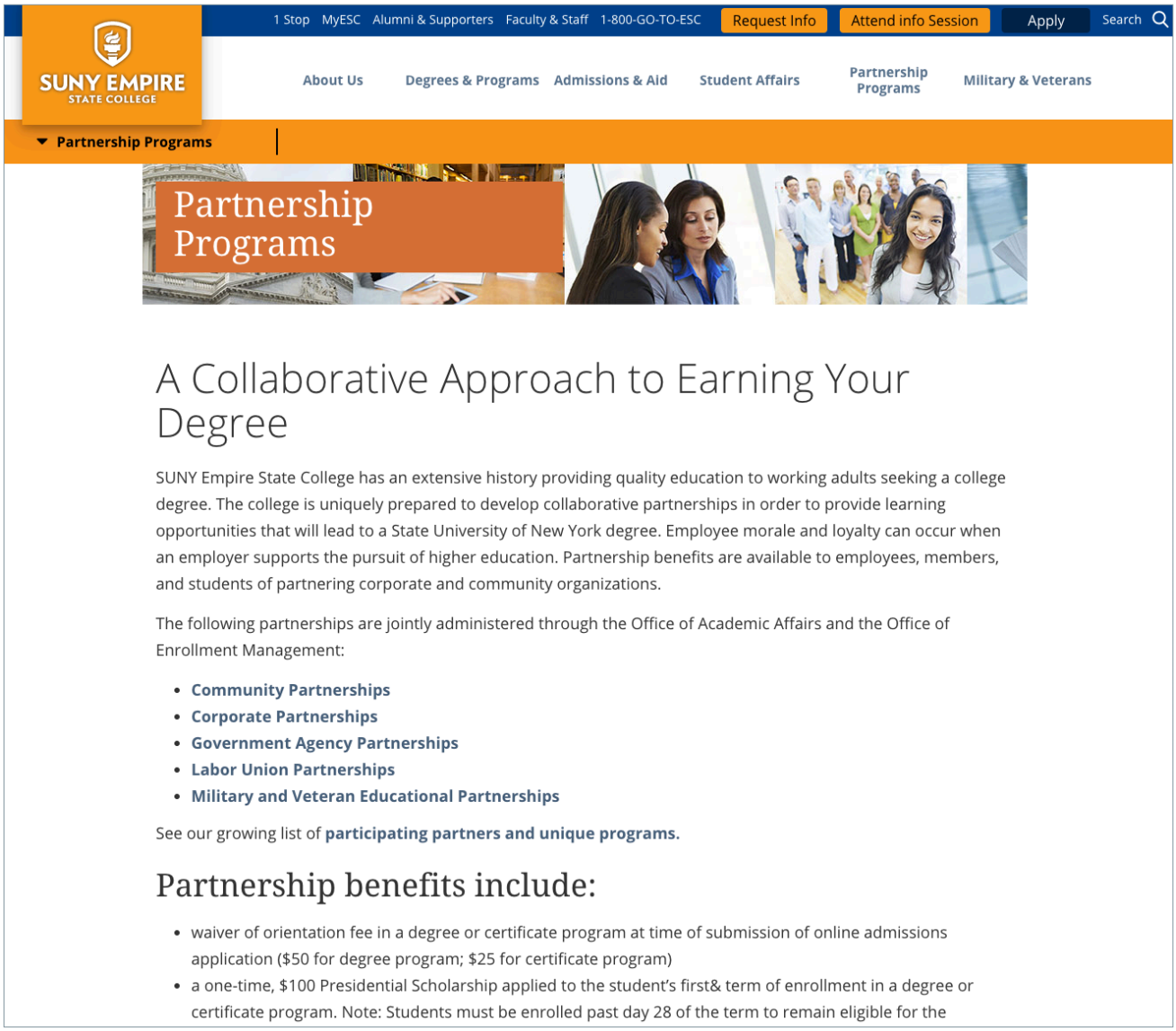
The second example, SUNY Empire State College, is advertising they are open for business to a variety of organizations, including government agencies, labor unions, and community organizations.



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Identify Prospects

The whole point of partnering is to expand the reach and offerings of your institution while maintaining or improving profitability.

Therefore, the best partnerships will be those in which there is good alignment between the needs, offerings and goals of each stakeholder. Target industries or businesses that are a good strategic fit for your institution (industries, businesses, locations, other schools, etc.) and can draw on existing strengths and expertise.

A good fit is extremely important to ensure you choose a partner that shares your expectations for the partnership outcomes and commitment to achieving them. Be sure the services you provide are a good match for the needs of the partner and your institution can adequately deliver on what is promised. If a new partnership involves programming or services your institution has never offered before, it is important that both parties are aware of potential obstacles and committed to working through them together.

Following are a few examples of where alignment is critical to success:

IHE

- Reputation
- Areas of strength – current or strategic development
- Leadership commitment to support long-term partnerships
- Expectations for timing, cost, outcomes

Employer

- Employer reputation
- Type of business
- Employer needs congruent with institution's ability to deliver on employer needs and expectations (e.g., timing, cost, outcomes).

The *Partner Fit Worksheet* in the Appendix of this toolkit offers a systematic way to work through each of these areas as you explore partnership opportunities. Use it to assemble information about a prospective partner that will help you assess the fit between your two organizations and make the business case for partnership.

As with most partnerships, you can expect the unexpected. It is safe to say that both parties will at some point need to be flexible and you want to make sure your partner is responsible, responsive, and focused on solutions rather than problems. Initial conversations typically revolve around the needs of the company, and afterwards the IHE determines whether or not they can actually meet those needs (or want to). The development of a formal business plan will help clarify the goals of the partnership to ensure it is a good fit for all parties.

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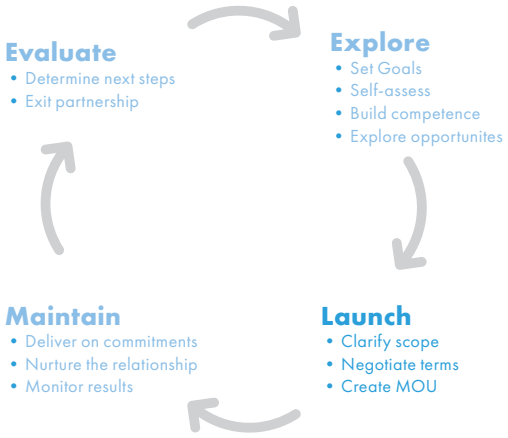
Launch

Once you have successfully identified a partner that is a good fit with your institution's goals, values and offerings, you enter the launch phase of the partnership during which you work together to solidify a detailed business plan, operationally define roles and responsibilities, and negotiate and sign a memorandum of understanding (MOU).



As soon as a decision is made to partner with an organization, the partnership-building process begins. Clear and frequent communication during this phase will help all stakeholders come to agreement on overall partnership outcomes, develop communication protocols, and establish performance management expectations. Once these have been determined and all stakeholders have come to an agreement, the partnership can progress to the next phase of delivering on commitments.

Tips for success at this stage:

- Set clear and realistic expectations for scope, responsibilities and timing
- Define what success looks like
- Put it in writing!
- Plan for evaluation
- Set criteria for exit, maintenance, or expansion

Clarify Scope

Partnership Types

Employer partnership can take many forms, ranging in depth and complexity from simple agreements to strategic integration across multiple organizations.

This Toolkit outlines eight different types of partnership, each one increasing in complexity and commitment between the employer and institution. These eight models are not intended to reflect every possible kind of partnership, but rather to illustrate a range of common categories across the continuum of credit-bearing vs. non-credit-bearing programs, and off-the-shelf vs. customized offerings. A mature partnership may grow over time to embody multiple types of offerings, but at the beginning when the two organizations are learning how to work together, it is advised to start out with discrete, easily achievable deliverables.

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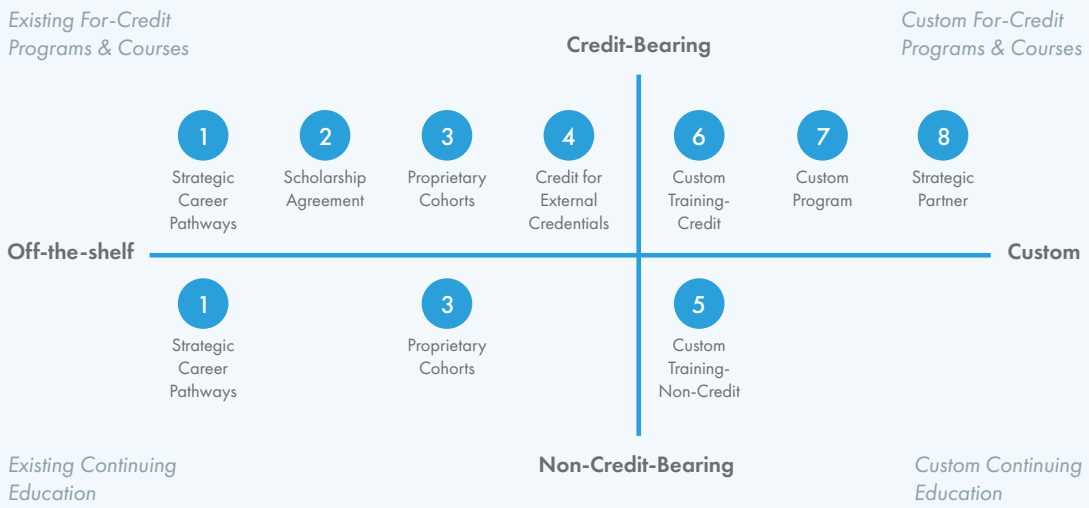
The Employer Partnership Continuum Model below is offered as a resource to help you make fundamental decisions about the scope of a partnership agreement. Regardless of whether the partnership you are considering aligns with one or more of the eight types described, the model can be used at least to identify the quadrant it fits in and thereby signal the scope of work and commitment required.

Employer Partnership Continuum Model



Each of the eight partnership types is briefly defined below and described in more detail, along with real-life examples, in the *Partnership Types and Examples* section further on in this Toolkit.

1. **Strategic Career Pathways** – IHE works with employer-partner to create an organizational development plan and identify existing degrees or certificates targeted for career progression across the employee base

2. **Scholarship Agreement** – A simple agreement between the employer-partner and IHE whereby the IHE provides a tuition discount or scholarship to qualifying employees from that employer

3. **Proprietary Cohorts** – IHE offers a pathway for proprietary cohorts from the employer-partner at a discount

4. **Credit for External Credentials** – IHE agrees to accept external or employer credentials for pre-defined credit toward an existing degree (would include PLA partnerships)

5. **Custom Training – Non-Credit** – IHE develops and facilitates non-credit continuing education for the employer-partner in a negotiated subject area

6. **Custom Training – Credit** – IHE partners with employer to design and implement a badging/ micro-credential program offered in the workplace for accumulating transferable credits to the school

7. **Custom Program** – Employer and IHE work together to customize programs for dedicated employer cohorts that are directly applicable to the employer work environment

8. **Strategic Partner** – IHE is a strategic partner with the employer participating in strategic planning, programming, initiatives, and operational aspects, etc. IHE has a representative at the employer's leadership table and employer budgets annually for IHE services

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Scope of Partnership

The scope of a partnership is primarily a question of the intention of the partners. To determine the scope of these partnerships, partners need to discuss the division of labor, responsibilities, and commitments. There needs to be agreement on a set of action items and areas that each partner will manage, as well as the expected time frame to complete action items and overall project. When forming partnerships, consider what resources each partner can honestly contribute, funding requirements, and how much time will be needed to accomplish the goals.

"Collaborative partners" share the same scope as "partners" with a few additional attributes. Some partners may share their practice in an academic course or seminar or are involved in some form of ongoing research or inquiry with the academic institution. Additionally, they may take part in the academic institutions professional learning activities.

Multi-Partner Relationships

Partnerships are often a relationship between two entities, but there may be a strong reason for your school to consider a multi-partner relationship for a specific program or initiative. Multi-partner relationships will require additional considerations:

- Identify the purpose and goals for selecting multiple partners
- Identify values, goals, and objectives of each partner and ensure congruence
- Identify each partner's unique culture(s)
- Determine the fit of different partners based on competition within the marketplace

When considering multi-partner relationships, make sure you complete a *Partner Fit Worksheet* for each prospective partner, and use it to verify alignment or identify areas of potential risk.

Consider these tips for avoiding potential problems and pitfalls in multi-partner relationships:

- Demonstrate the ability to take action if one partner's expectations appear to be moving in a different direction than another's. Shared decision-making may be problematic.
- Identify the goals for each partner involved and determine if there is compatibility across overall goals and timelines. Individual stakeholders are likely to focus on their own goals, which may not always align well with the other partners.
- Determine how each relationship is developing. Relationship development is not linear. One partner's relationship may develop quickly, while anothers may grow in spurts over time.
- Identify how interactions and outcomes between the partners influence perceptions of equity, satisfaction, and commitment.

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Negotiate Terms

Once a partnership type has been selected, it's important that each partner reflect on the benefits they seek to obtain from the partnership. These benefits include financial gain, credit opportunities, and alternative operations that can be negotiated to establish the framework for the partnership.

Legal Considerations

Prior to negotiations, seek legal counsel. Partnerships can potentially expose institutions to financial, legal, and reputational risk, and must adhere to applicable laws and regulations that govern the institution's actions. When considering partnership, consult early with legal counsel. In general, the more complex the partnership (e.g., multi-partner partnerships, strategic integration partnerships), the greater the need for legal input.

Legal counsel can provide guidance in the following areas[1]:

Financial arrangements	• What are financial commitments from each party? • Is there a strategy to manage unanticipated expenses?
Intellectual property/instructional materials	• Is it clear who owns the intellectual property/instructional materials related to the partnership and are the conditions of use defined?
Institutional brand	• Does the partner understand the parameters of using institutional brands?
Licensure	• Does the partnership involve instruction in professions requiring licensure? This varies on a state-by-state basis; institutions must comply with state licensure regulations for all states in which they enroll students who are physically located in the state.
Marketing	• If the partner is recruiting students, will the partner abide by the U.S. Department of Education's program integrity regulations on misrepresentation to ensure that communications concerning the program are accurate?
Nondiscrimination	• Is the partner able to meet the institution's nondiscrimination policies?
Privacy and records	• How can the partnership be made FERPA-compliant? • Can the partner ensure that student contact information and other data will be safeguarded? • If there is a data breach, who is responsible for providing notice and redress to those affected?

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Public institution considerations[2]	• Does state law authorize a state university to partner with a private entity and to what extent? • Are there any restrictions in state law on the pledging or use of state assets? • What board, system, state or other approvals are necessary? • What legal risks can the university assume under state law (e.g., indemnity, guaranty, debt)? • How do state procurement laws factor into the partnership?
Quality control	• What monitoring mechanisms should be put into place to ensure that the partnership meets the institution's expectations for quality?
Resolution of disputes	• How will conflict be addressed? • Is there a need to stipulate a third-party mediation process? • If yes, what are the applicable state laws or regulations?
Risk analysis	• Does the partnership cross legal or ethical lines? • How can risks be mitigated? • If the partner is a for-profit entity, how would the partnership be affected by the acquisition of the partner by another company?
Subcontracting	• If a partner is providing instruction on a subcontractor basis, does it trigger any applicable state or federal labor laws? • Are there accreditor approvals needed for a program delivered by subcontractors? (If yes, consult with the institution's accreditation liaison)
Tax liability	• Do any aspects of the partnership trigger tax liability?
Termination provisions	• What is the exit strategy if the partnership is to be terminated? • Does the partner understand that in for-credit programs a teach-out period would be required by accreditors?

Working through these considerations is a key task for partnership leaders within the institution, in consultation with legal counsel.

[1]Ferreira, W.F., Nicholson, W.P., Holmes, S., & May, P.F. (2019). "Building Partnerships and Developing Agreements with Foreign Institutions." National Association of College and University Attorneys
[2]American Association of State Colleges and Universities. (2018). Making Partnership Work: Principles, Guidelines, and Advice for Public Universities. Retrieved from https://www.aascu.org/policy/publications/Partnerships.pdf

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Deliverables and Timelines

Articulate the tasks and deliverables required to launch and sustain the partnership. This should be relatively straightforward project planning as long as the individuals responsible to deliver are consulted prior to commitments being made.

When it comes to timelines, however, be aware that employer partners may expect to move at a faster pace than normal for an IHE. They may not be aware of required approval processes within your institution or the challenge of collaboration between departments that do not have a history of working together.

Partnership types such as Scholarship Agreements or Proprietary Cohorts that rely on existing programs and courses will be faster and easier to implement. However, the timeline for partnerships that involve credit for external credentials or custom training will need to allow for cross-departmental collaboration and academic approvals. When it is impossible to accelerate timelines to accommodate a partner's expectations, help them understand the need for checks and balances within the institution. It is assurance of academic rigor that makes the degree or certificate valuable and respected in the marketplace.

Financial Model

The financial model for the partnership should be clearly detailed in a formal business plan. The specifics of your model will vary considerably depending on the type of partnership you have and the partnership goals. For example, you may choose to have the partnership yield little or no monetary profit in exchange for a sizable increase in your IHE brand awareness in a new strategic market.

In the process of establishing a sustainable financial model, refer to the list below for suggested areas to consider when you are calculating direct costs of the partnership:

- Personnel
- SME, content development
- Technology requirements (LMS, website, UX resources, etc.)
- Site delivery
- Materials (brochures, pamphlets, etc.)
- Travel
- Operational costs
- Advising, support services
- Transcription
- Financial aid, finance
- Feeder into academic programs
- Indirect costs

For more detailed financial planning and to project a timeline for return on investment, refer to C-BEN's ***Employer Engagement ROI Estimator***, an interactive tool to explore the financial inputs and outputs of developing an employer-partnership for your institution's CBE programs.

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Credit for Prior Learning

Credit for prior learning assessment (PLA) can be an attractive partnership component for employers. PLA "recognizes and legitimizes the often-significant learning which adults have engaged in many parts of their lives, and may make education more affordable and take less time" (CAEL, 2010)[3].

To receive credit for prior learning, students must demonstrate mastery of knowledge, skills, or abilities that align with course/student learning outcomes. When this mastery is demonstrated (e.g., achievement of external credentials such as IT certifications, portfolio of student work, or through a faculty-designed challenge exam), credit can be awarded and transcripted.

The appeal to employers is that it maximizes the value of the partnership, and where applicable, PLA should be raised as a possible benefit of the partnership. However, there are several considerations that must be addressed to avoid potential pitfalls:

- Educate the partner about PLA (e.g., that institutions of higher education are bound by accreditor standards regarding PLA)
- Work with the partner to ascertain the potential for PLA, including identification of possible learning artifacts
- Consider whether the PLA content is appropriate to the employer's needs
- Involve faculty in assuring that the partner's proposed PLA content truly aligns with course learning outcomes and that there are artifacts of student learning for faculty to evaluate
- Clearly document the PLA pathway and ensure that relevant academic units and the partner(s) are aware of the PLA pathway
- Ensure that registrar processes and other operational elements such as billing are in place

In addition to awarding credit to individual students, an institution may choose to evaluate and award credit for training and education that does not currently carry academic credit, for example, corporate or industry training or certification programs. This process requires an evaluation of the non-credit program for:

- Alignment with academic and/or industry standards, particularly with respect to:
    - Design and delivery of content
    - Clarity of learning outcomes
    - Alignment of instructional activities and learning materials to outcome achievement
    - Learning evaluation and assessment procedures
    - Level of education or training, e.g., lower level undergraduate, upper level undergraduate, graduate
    - Instructor/instructional designer credentials and qualifications
    - Documentation and administration practices
    - Number of hours devoted to program completion inside and outside of the classroom or online instruction

[3]Fueling the Race to Postsecondary Success: A 48-Institution Study of Prior Learning Assessment and Adult Student Outcomes." The Council for Adult and Experiential Learning, 2010. https://cdn2.hubspot.net/hubfs/617695/premium_content_resources/pla/PDF/PLA_Executive-Summary.pdf

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With this information in hand, faculty and administration can assess an existing non-credit program and either award credit for it or recommend bridging curriculum, assignments or micro-courses to make it eligible for credit recognition. In this way, competency-based education provides a universal language for bridging learning outcomes (through competencies) between higher education institutions and corporate partners.

This Toolkit includes two helpful examples of templates used by SUNY Empire State College and Brandman University for evaluating programs that do not carry credit and making recommendations for credit to be awarded or bridging requirements. Refer to Appendix C and D.

Build the Team

As the details of the partnership take shape, identify the team members from all partners who will deliver and maintain the program. At a minimum you will need:

IHE

- Lead/single point of contact who communicates with partner on a regular basis
- Committee to review administrative and curricular elements on a regular basis
- Team member who monitors check points and measures outcomes
- Team member who has authority to execute tactics and changes

Employer

- Lead/single point of contact who communicates with partner on a regular basis
- Designated department/unit for administration, student support services, tuition reimbursement
- Team member who monitors check points and measures outcomes

In addition to the immediate team, identify additional stakeholders within each partner organization, so that you can understand and set expectations across departments/units. Use a tool like the RACI model to articulate who is:

- Responsible for each aspect of the partnership
- Accountable for its success
- Consulted to meet commitments
- Informed on progress and performance

Poor internal or external communication can de-rail partnerships, particularly as relationships and deliverables increase in complexity. While it may be apparent who is responsible and accountable for partnership success, taking the time to understand who should be consulted and informed in both organizations will help to establish broader support for the partnership and increase its opportunity for success.

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Clarify Roles & Responsibilities

We cannot overstate how vital clear roles and responsibilities are to the success of any partnership. These are usually determined for each party in the negotiation phase of partnership development. They will vary substantially depending on the type of partnership and need to be clearly identified and laid out in writing so that expectations for all parties are clear.

Any service that is "billable" needs explicit detail about who is responsible. It is very important that all time sensitive dates are specified and consequences of non-compliance are articulated (payment, registration, admission and enrollment requirements, any corporate-specific criteria for participation in the program, cohort size, special support services, etc.).

Ambiguity and uncertainty in this area can cause much confusion and frustration if not detailed at the early stages of the partnership. However, it is inevitable, especially with large scale partnerships, that the scope of certain responsibilities will be vague leading to incongruent expectations between the two parties. This is where the importance of a good partnership fit becomes evident. You don't want a partner who is going to nitpick every little detail.

You want to work with companies who are reasonable and willing to work through challenges with you, not against you.

Define Success

Ensure that you have a plan for measuring progress and outcomes. Take the time up-front to define what success looks like for each partner, and how you will know if it has been achieved. Decide on the metrics that need to be measured, who will monitor and report on them, and how often. Discuss success targets for each metric, and results that would signal potential problems.

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Create a Memorandum of Understanding

Once you have sought legal counsel, secured internal resources and support, and negotiated details of the partnership, document the agreement in a Memorandum of Understanding (MOU). An MOU is a formal agreement between partners that explicitly lays out the obligations and responsibilities of all parties (who, what, when, where, why, and how), including:

- Term of the project or partnership duration, including option to renew or notice to discontinue
- Timeframe of major milestones
- Structure of the partnership and program(s)
- Employer partner obligations, including roles, responsibilities, ownership of intellectual property, non-compete clauses, compliance with institutional standards, record keeping, and privacy, insurance requirements, etc.
- Institution partner obligations, including branding, marketing, non-complete clauses, etc.
- Joint obligations, including financial support or scholarships, student enrollment, etc.
- Measurement of success
- Revenue sharing arrangements
- Payment terms
- Confidentiality agreements
- Adherence to governing law and jurisdiction
- Signatures
- For credit and non-credit programs, a teach out time frame if partnership is dissolved

Refer to the example MOU in the Appendix of this Toolkit as an illustration of MOU wording and layout. It is not meant to be a fill-in-the-blank template, as the details of every partnership agreement will vary depending on the type and nature of the partnership and legal requirements of each state. However, it can be used as a starting point for discussion with your legal counsel.

An example MOU is provided as an Appendix to this Toolkit. While every partnership agreement will vary based on the partnership type and recommendations of your legal counsel, this example illustrates typical content, wording and layout expected in an MOU.

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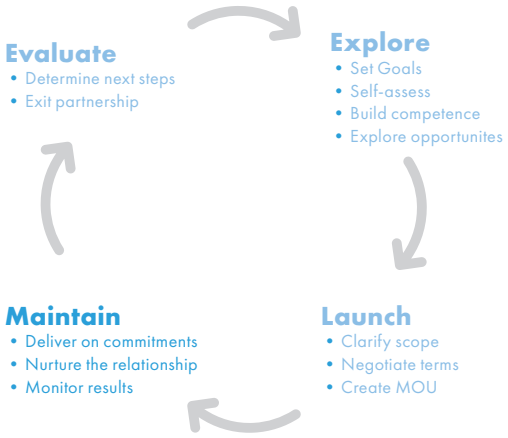
Maintain

Once the partnership has launched, you enter the operational phase of partnership and begin to deliver on expectations negotiated in the MOU. The priorities in this stage are to provide the agreed upon services, maintain the partner relationship, and ensure integrity of the student learning experience.



Tips for success at this stage:

- Deliver—on promises, on budget, on time
- Make frequent and broad communication a priority—internal and external
- Monitor progress and track results

Deliver on Commitments

This phase relies heavily on the scope of work, timelines, roles and responsibilities, and communications protocols documented in the launch phase. The performance outcomes and deliverables agreed upon by each partner become a regular reference as day-to-day operations commence. By honoring established protocols, the relationship can continue to grow as partners build trust in each other during periods of success and challenge. Throughout this phase, each partner will measure the quality of the partnership outcomes against performance expectations and make adjustments as needed to keep the partnership beneficial for all stakeholders.

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Nurture the Relationship

Regular and frequent team meetings while the partnership is being established and operationalized are normal. However, once the relationship enters regular operations, these meetings may lose a sense of urgency and become less frequent, such that the only time you connect is when there's an escalating problem.

Try to avoid falling into this pattern. Maintaining a regular schedule of team meetings provides opportunity to:

- Deepen relationships
- Monitor day-to-day operations
- Identify potential problems and mitigate or solve
- Celebrate day-to-day achievements

As the relationship progresses, it's common for there to be some discrepancy between protocols established in the MOU and what happens in practice, but the important thing is to maintain the relationship with clear, regular communication and a constant commitment to achieving the partnership goals and outcomes. Again, this is where "fit" between partners becomes important.

When problems arise that affect one or both partners' ability to meet committed deliverables, timelines, or responsibilities, the ability to negotiate change will depend heavily on the degree of trust established.

Monitor Results

Monitor progress by tracking agreed upon metrics. Use the metrics to assess whether the partnership is:

- Meeting its goals
- Running smoothly
- Financially viable and sustainable
- Reflecting well on all parties involved

Watch also for trends or patterns that may signal a need or desire for change, growth, or transition.

Plan and agree within your team on how program results and metrics will be communicated. Think strategically about who will communicate what to which stakeholders, and when. In particular, ensure there is a plan for how and when concerns or negative results are communicated outside the immediate team.

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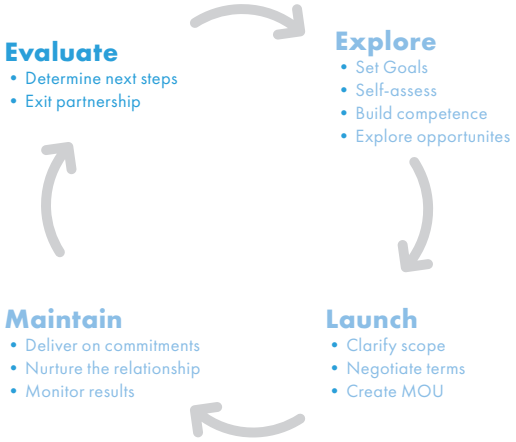
Evaluate

Throughout the partnership, each partner should regularly revisit the organizational goals set during the Launch phase to determine if the current arrangement is meeting their expectations and still providing the intended benefits.



It is important to plan for the end of the partnership in the MOU. Specify a term, at the completion of which each partner has the option to renew, exit or expand the relationship.

Tips for success at this stage:

- Plan to evaluate the partnership at pre-defined intervals or under specified conditions
- Set criteria for exit, maintenance or expansion
- Make evidence-based decisions
- Recognize achievements

Determine Next Steps

If all partners determine that the current partnership is meeting their needs and functioning satisfactorily, there should be an option for renewal in the MOU. Likewise, if the partnership has not met the agreed upon metric targets or is no longer meeting the organizational objectives of each partner, the MOU should include an exit strategy or option for temporary suspension.

It is possible that a partnership may exceed the original objectives and the parties involved opt to advance it to encompass further opportunities. In this event, partner team members should re-visit the Explore and Launch phases to re-align business processes and objectives and record details of the new agreement in a new MOU.

Regardless of the decision taken, it is important to reflect on and assess the lifecycle of each partnership. Record those reflections and the rationale underpinning the decision in writing to inform future partnership initiatives.

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Exit Partnership

A decision to exit a partnership may be precipitated by any number of events, including:

- Change in leadership or strategic direction of a partner
- Unrealized outcomes
- Unmet deliverables or timelines
- Changing market needs
- Insufficient resources

Be Professional

Ending a partnership agreement requires clear communication and appropriate follow up with the involved partners to close the loop on any outstanding business expectations established in earlier phases.

It is important to maintain professionalism and respect towards all involved partners. Focus on the original objectives set when the partnership was established and the evidence or data informing the decision. Executing this final step well will help to keep the door open for potential future opportunities and maintain a positive reputation for your institution.

Dissolve Agreement

Ensure the MOU contains terms for dissolution of the agreement, and then adhere to them when the time comes. Where appropriate, address the following:

- When the agreement can be dissolved – for example, how much notice is required or if notice must be received prior to certain cut-off dates related to academic cycles
- The process for dissolving the agreement – who must be notified and how
- Distribution of assets procured to support the agreement – who owns what
- Ownership of intellectual property
- Permission to use programs, courses, or materials created to support the partnership
- Ongoing confidentiality obligations – expectations for confidentiality or non-compete clauses, including who is affected and for how long

Acknowledge Achievements

The end of a partnership does not necessarily signal a failure. It may have been formed to serve a specific need, and once met, the partnership is no longer relevant or viable.

Don't just let it drift into oblivion, but rather plan for thoughtful, intentional transition. Consider organizing an event or means by which the partnership and relationship are acknowledged, contributions are honored, and achievements are celebrated. Recognize and celebrate the work of those involved, and the institutional experience gained. All partnerships are learning experiences that can help inform and shape future decisions.

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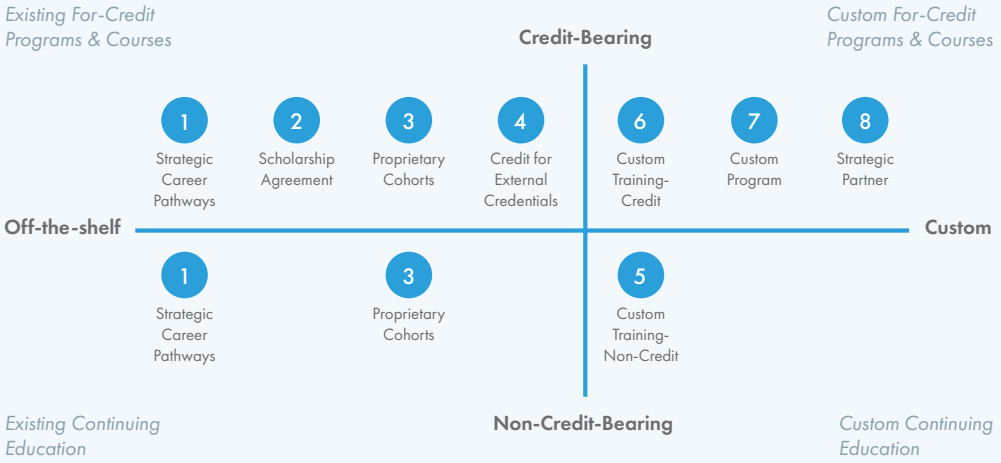
Partnership Types & Examples

Employer partnership can take many forms, ranging in depth and complexity from simple agreements to strategic integration across multiple organizations. This Toolkit has introduced eight different types of partnership, each one increasing in complexity and commitment between the employer and institution.

Employer Partnership Continuum Model



The eight models suggested are not intended to reflect every possible kind of partnership, but rather to illustrate a range of common categories across a continuum of credit-bearing vs. non-credit-bearing programs, and off-the-shelf vs. customized offerings. A mature partnership may grow over time to embody multiple types of offerings, but at the beginning when two organizations are learning how to work together, it is advised to start out with discrete, easily achievable deliverables.

This section provides more detail on the eight partnership types along with real life examples of each. One-page summaries of each type show you, at-a-glance:

- Brief description of the partnership type
- Where the type fits in the Continuum Model
- Core competencies needed by the IHE to support partnership type, by phase
- Suggested IHE and Employer goals/outcomes that could be met by partnership type
- Suggested IHE and Employer needs and strengths that would contribute to a good fit in this type of partnership
- Examples of IHE and Employer roles and responsibilities that should be allocated to support partnership type
- Examples of operational elements needed in IHE and Employer organizations to support partnership type
- Financial model considerations for partnership type

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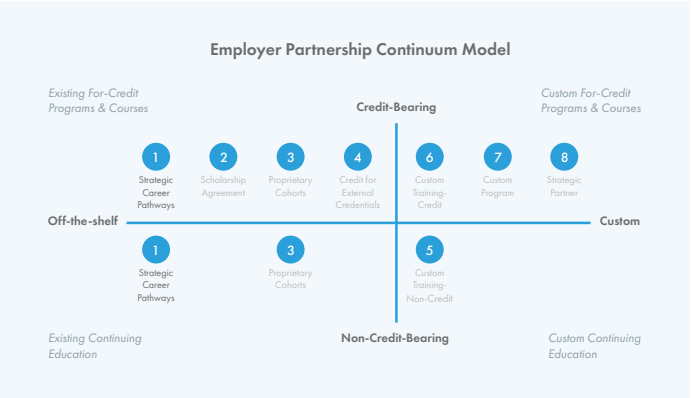
1. Strategic Career Pathways

DESCRIPTION

IHE works with employer-partner to identify needs, create an organizational development (OD) plan and identify existing credit- or non-credit-bearing degrees or certificates targeted for career progression across the employee base. No custom development or programs required. For high demand programs, IHE may agree to ensure one or more spots in every intake reserved for partner employees.



GOALS / OUTCOMES

Employer:

- Endorsed credentialing pathways
- Create hiring pipeline
- Guided talent development
- Employer reputation (cares about talent development)
- Guaranteed placement for high-demand programs

IHE:

- Pipeline of students for existing programs
- Brand awareness
- Graduate placement
- Market engagement and real industry data

PARTNERSHIP FIT

Employer:

- Has reputation as good or preferred employer in industry
- Understands internal development needs
- Needs align with IHE program strengths and offerings
- Willing to invest time in relationship and promotion

IHE:

- Reputation of employer consistent with institutional values
- Targeted program is area of strength or growth for institution
- Consistent with administration's long-term plans
- Aligned expectations with employer with respect to timing, cost, and outcomes
- Able to serve employer in desired location(s) or through desired delivery model

ROLES & RESPONSIBILITIES

Employer:

- Identify point-person
- Invest time to learn about school and develop OD plan
- Promote programs and pathways internally
- Establish recruiting relationship with school
- Provide feedback, data, enrollment estimates
- Ensure flexible work schedule to attend classes

IHE:

- Identify point-person
- Give partner first option on guaranteed spots
- Deliver training consistent with MOU
- Notify partner of potential candidates for placement

FINANCIAL MODEL

Employer:

- MOU articulates agreement and expectations
- No financial arrangement

IHE:

- MOU in place
- School representative funded to support relationship

OPERATIONAL ELEMENTS

Employer:

- Point-person appointed for internal inquiries and communication with IHE
- Internal promotion strategy
- Policies in place to support leaves or flexible work hours
- Hiring strategy supports preferred program status

IHE:

- Point-person to support employer relationship
- Relationship with program director(s) to ensure commitments met for guaranteed seats or recommended placement
- Monitor satisfaction of employer and program personnel

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Example: Sinclair College, Dayton, OH

Description

The Retail Management Certificate is a 24-credit hour program, offered by over 150 schools in partnership with the Western Association of Food Chains (WAFC). It provides education and training for retail workers to enable them to be promoted within their organizations. WAFC is a grocery industry trade association, specifically focused on providing opportunities for individuals in the grocery industry and retail in general.

Roles and Responsibilities

Sinclair's e-Learning division provides academic coaching in CBE programs. The coaches have the first contact with students (employees). They take care of registration, paperwork, and walk the students through the enrollment process. They get them on board and prepared for class. Coaches also work with faculty to monitor the progress of each student, and work proactively to identify when students might be struggling and reach out to them. Sinclair verifies the coursework with WAFC and submits the applications for the industry credential (retail management certificate) after students complete their eighth class.

Partnership Fit

The career path for retail employees is often not purposeful. Rather, employees who start in retail on a part-time basis find that they like the work and stay in the industry. Many employees only have a high school diploma, so this program provides them with an opportunity to work on their skills, advance in the workplace, and improve their lives. This is Sinclair's goal as well.

Financial Model

Sinclair received a Walmart Foundation grant to fund the first three courses (9 credit hours) at no cost to the student or participating employer. Sinclair also provided textbooks through the grant. Employers pay for the remaining hours in the program (5 courses) at standard tuition rates.

Challenges

Managing and bringing employers onboard has been the biggest challenge. One Sinclair staff member visited every retail location within 20 miles of Dayton to recruit participants. Store managers were excited about the program, but unable to take it further because they were not the decision makers. Decision-makers were typically skeptical if the retailer had not previously implemented a similar program.

Another challenge has been the strict tuition reimbursement rules in place with some employers. While pleased to accept grant money, some employers have no system in place to accept or process it. Employees must commit to prepay--in one case an employer couldn't handle prepaying tuition for everyone and asked Sinclair to come back after the grant period to revisit the tuition model. This was a stumbling block for many employers—Sinclair is currently working with two employers and looking for more partners.

Results

Sinclair has had success in partnership with two retail employers. They have recruited a total of 34 employees to-date and six have already completed the program. They have also offered the Retail Management Certificate as part of their prison training program, and almost 100 students from 16 penal institutions have completed it to date. Having an industry credential upon release provides students a better opportunity for employment and a chance at fully integrating back into society.

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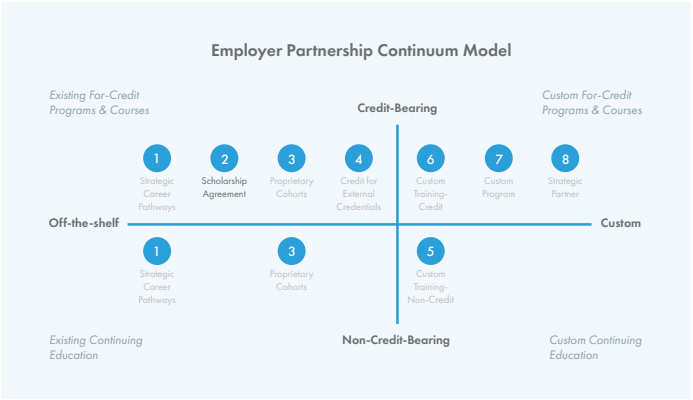
2. Scholarship Agreement

DESCRIPTION

A simple agreement between the employer and IHE whereby the IHE provides a tuition discount or scholarship to qualifying employees from that employer.

Scholarship agreement amount may vary depending on size of partner, partner's commitment to marketing channels, etc. Scholarships may pertain to specific degrees only and/or have time limits for availability. Scholarships may also be offered to qualifying spouses and dependents of employees.



GOALS / OUTCOMES

Employer:

- Reduced tuition costs for education provided as an employee benefit
- Incent talent development

IHE:

- Expand student population without increased marketing or outreach costs
- Build a foundation on which to further expand the employer relationship

PARTNERSHIP FIT

Employer:

- Has reputation as good or preferred employer in industry
- Understands internal development needs
- Needs align with IHE program strengths and offerings
- Willing to invest time in relationship and promotion

IHE:

- Reputation of employer consistent with institutional values
- Targeted program is area of strength or growth for institution
- Students from employer are committed to completing course work and finishing program
- Consistent with administration's long-term plans
- Aligned expectations with employer with respect to timing, cost, and outcomes
- Able to serve employer in desired location(s) or through desired delivery model

ROLES & RESPONSIBILITIES

Employer:

- Identify point-person to liaise with IHE
- Promote scholarship opportunity internally
- Establish and communicate eligibility criteria
- Advise IHE which students are eligible
- Provide feedback, data, enrollment estimates
- Ensure flexible work schedule for employees to attend classes

IHE:

- Identify point-person to liaise with and support employer
- Enroll students in eligible programs at agreed-upon scholarship rate
- Report use statistics and student completion

FINANCIAL MODEL

Employer:

- Employer pays reduced amount for student direct to institution, or
- Student pays institution and is reimbursed by employer, or
- Student pays reduced cost with no employer reimbursement

IHE:

- Ensures reduced fees are charged to employer or student
- Tracks enrollment and calculates ROI value for institution

OPERATIONAL ELEMENTS

Employer:

- Point-person appointed for internal inquiries and communication with IHE
- Internal promotion strategy
- Policies in place to support leaves or flexible work hours

IHE:

- Point-person to support employer relationship
- Relationship with program director(s) to ensure commitments met
- Monitor satisfaction of employer and program personnel

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Example: University of Louisville, Louisville, KY

Description

The University of Louisville offers an active duty scholarship/discount for the CBE FlexPace and Set Pace delivery modes of its new Bachelor in Organizational Leadership and Learning: Healthcare Leadership.

The program is fully online so that active military can access it readily regardless of location. The FlexPace delivery mode accepts 11 enrollment intakes per year, and terms last 32 weeks. The SetPace version of the program follows the traditional academic year. It accepts five intakes per year and terms are 8 weeks long. As students transition out of the military, they don't have to start over, but can seamlessly continue on with the university.

The program also includes a prior learning component—students are assessed on what they know and able to earn credit more quickly. For admission to the program, students must have completed minimum 24 college credits plus one year of work experience in healthcare within the last 5 years.

Goals/Outcomes

The goals of the program are to enhance the effectiveness of participants in their military roles, foster career progression as students segue from military to civilian life, and become the program of choice for students in the military who work in health occupations.

Partnership Fit

The University of Louisville is close to Fort Knox, and the University has a history of successful partnership with the military. The Organizational Leadership program does a lot of face-to-face work in Fort Knox, and is very engaged with adult learners and returning students.

Roles and Responsibilities

The military creates opportunities for personnel to learn about these educational opportunities at higher education fairs. The military is protective of active duty personnel and so university recruiters need to be approved as vendors to participate in these events. The university's Associate Director of Military Student Programs is responsible for outreach.

Financial Model

Normal tuition for this program is $539 per credit hour, however, the reduced rate for active duty military personnel, Reserve, and National Guard is $250 per credit hour.

Challenges

Securing financial aid is a challenge for students in this program as federal financial aid is designed for traditional semester programs and not set up for a CBE FlexPace program. Collecting data is also difficult. With multiple intakes per year it's difficult to accurately forecast enrollment.

Results

As of August 2019, there were 50 students in the program and 10 had already completed it.

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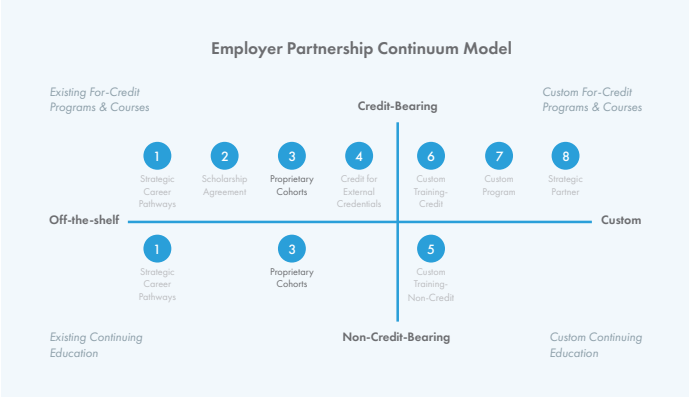
3. Proprietary Cohorts

DESCRIPTION

IHE offers a pathway for proprietary cohorts from the employer-partner at a steep discount. The cohort is composed solely of employees from the employer partner.

In some cases, face-to-face classes may be held at the employer location.



GOALS / OUTCOMES

Employer:

- Meet needs for talent development
- Contextualize learning and its application within the company
- Employer reputation (cares about talent development)
- Create a buzz in the company

IHE:

- Pipeline of students for existing programs
- Brand awareness

PARTNERSHIP FIT

Employer:

- Has reputation as good or preferred employer in industry
- Solution provides short-term ROI
- Needs align with IHE program strengths and offerings
- Willing to invest financially in employee development

IHE:

- Reputation of employer consistent with institutional values
- Targeted program is area of strength or growth for institution
- Consistent with administration's long-term plans
- Aligned expectations with employer with respect to timing, cost, and outcomes
- Able to serve employer in desired location(s) or through desired delivery model

ROLES & RESPONSIBILITIES

Employer:

- Identify point-person
- Provide employees for cohort
- Provide feedback, data, enrollment estimates
- Ensure flexible work schedule to attend classes
- Provide location for on-site courses

IHE:

- Identify point-person
- Deliver training consistent with MOU
- Deliver program to the same quality or higher as that offered to the public

FINANCIAL MODEL

Employer:

- Commits to guaranteed minimum number of students and courses at negotiated price
- Provides facilities for on-site delivery as needed

IHE:

- Invoices employer directly for each course delivery
- School representative funded to support relationship

OPERATIONAL ELEMENTS

Employer:

- Point-person appointed to communicate with IHE, schedule and oversee cohorts, measure outcomes and track financials
- Policies in place to support leaves or flexible work hours

IHE:

- Point-person to support employer relationship
- Collaboration process with program director(s)
- Coordinate course delivery at partner designated location(s)
- Monitor satisfaction of employer and students

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Example: Rasmussen College, Minneapolis, MN

Description

Rasmussen College set up an alliance with a large national childcare provider to offer their employees a three course (12-credit) program that would prepare them to apply for the Child Development Associates (CDA) national industry credential. Employees self-enrolled for no out-of-pocket costs provided they successfully completed each course with a grade of C or higher.

Once enrolled, employees completed the courses online, one at a time. Upon successful completion of all three courses, the College would assist and support the employee to apply for and obtain their CDA Credential. Employees participated in cohorts comprised of only those employed by the client. Faculty were hired to work with the employer cohorts, and trained to support them through the program and CDA Credential application process.

Goals/Outcomes

The goal of the employer in establishing this partnership was to increase the educational requirements for employees to better meet state and national standards, and improve employee retention by equipping them with a helpful mix of education and support early in their career journey. The College's goal in the partnership was to increase brand recognition for its early childhood education degree options and streamline the pathway for early childhood educators to obtaining a degree and improve their career options. Both organizations shared a vision to benefit the public through provision of high-quality childcare.

Partnership Fit

For more than a century, Rasmussen College has been committed to providing high-quality, affordable, career-focused education. The college understands the positive impact early childhood education has on a community. Partner organizations count on Rasmussen College to offer dynamic curriculum and innovative programs that support and emphasize the healthy development of physical, social, emotional, intellectual and language skills of young children.

Roles and Responsibilities

The Employer was responsible to provide information on the opportunity to new and continuing employees in hiring, orientation and professional development opportunities, Center Directors were responsible to support employees from their location by providing computers, guidance and encouragement, and pay tuition fees for all employees who successfully completed the courses.

The College was responsible to deliver online college-level courses for credit, provide transcripts upon completion, provide support services for courses and the CDA application process, pay CDA application fees, and collect fees from those employees who did not successfully complete.

Financial Model

The total cost of the three courses was substantially reduced from the College's regular rate of $3,720.00 to only $1500.00 ($500/course). Courses costs were billed quarterly to the client and considered part of the employee's tuition reimbursement benefit. No additional costs were incurred.

Challenges

Substantial internal support was needed for students as they were not always prepared to take on a college level course when they started. Also, employees were required to start the program as early as 30 days into their employment. Those who left the company before a course could end up having to pay for the course out of pocket. Some employees attended and completed the courses, but did not continue into a degree program with Rasmussen, which affected return on investment.

Results

From 2012 to 2019, over 5,500 employees completed the program, 3,681 earned their CDA Credential, and over 66,000 college credits were earned.

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4. Credit for External Credentials

DESCRIPTION

IHE agrees to accept external or employer credentials for pre-defined credit toward an existing degree (would include PLA partnerships).

Accepted credentials may be credit-bearing or not, at IHE's discretion and evaluation.

GOALS / OUTCOMES

Employer:

- Recognition for unaccredited credentials, either internal or industry-related
- Employer-endorsed credentialing pathway
- Guided talent development
- Accelerated credentials
- Employer reputation (cares about talent development)

IHE:

- Pipeline of students for existing programs
- Potential revenue for PLA process
- Brand awareness
- Market engagement and real data

PARTNERSHIP FIT

Employer:

- Has reputation as good or preferred employer in industry
- Understands their talent development needs
- Needs align with IHE program strengths and offerings
- Willing to invest time in relationship and promote institution
- Internal or industry training programs are reputable with knowledgeable training team

IHE:

- Reputation of employer consistent with institutional values
- Program targets area of strength or growth for institution
- Consistent with administration's long-term plans
- Aligned expectations with employer with respect to timing, cost, and outcomes
- Internal capacity for PLA and program assessment
- Access to industry subject matter experts

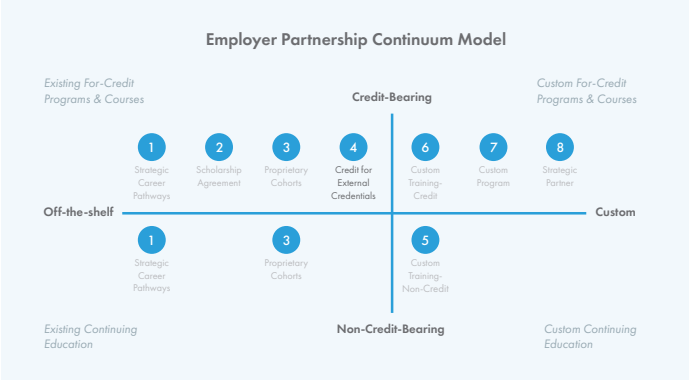
ROLES & RESPONSIBILITIES

Employer:

- Identify point-person for communication and promotion
- Provide curriculum and assessment details for external credentials
- Provide feedback, data, enrollment estimates
- Ensure flexible work schedule to attend classes

IHE:

- Identify point-person to support client
- Assess external credentials and align to competencies and credit hours; identify gaps and bridging options,
- Perform direct assessment as needed
- Report on outcomes



FINANCIAL MODEL

Employer:

- MOU articulates agreement and expectations
- Agreement on fees for required services
- Commitment to minimum number of students per year

IHE:

- MOU in place
- Fees established for PLA, credit recognition, direct assessment, competency development, as needed

OPERATIONAL ELEMENTS

Employer:

- Point-person for internal promotion and IHE communication
- Point-person for curriculum assessment
- Policies in place to support leaves or flexible work hours

IHE:

- Point-person to support employer relationship
- Collaboration with program director(s) to ensure capacity for PLA and direct assessment,
- Tracking mechanisms to report progress and results

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Example: University of West Georgia, Carrollton, GA

Description

The University of West Georgia (UWG) offers prior learning assessment (PLA) services to the Military Learning Articulation and potential for advanced placement credit in its Department of Criminology, part of UWG's College of Social Sciences.

Goals/Outcomes

The goal is to help prospective Military students gain advanced placement in the program based on work they have already done and what they already know.

Partnership Fit

The University already works with a local police organization to deliver training to them, so this is a natural extension of that program.

Roles and Responsibilities

The military identifies currently enrolled military veterans and active service personnel that may benefit from this program. The College then emails each potential student requesting they send their military or service transcripts so the College can assess if credit can be awarded for relevant military training. The transcript review starts in the Registrar's office, with more complex evaluations forwarded to faculty members. Students may request faculty review of their prior credits if they are unhappy with the review outcome.

Meetings are held with College deans, the AVP of Academic Affairs, and others to make sure the program's scope is understood. The program also provides metrics that demonstrate this is a worthwhile endeavor. The burden on the faculty is very small: they review military transcripts to determine whether particular training courses match their courses objectives. Of the 75 reviews completed since the summer of 2016, 46 have been approved for some type of credit for prior learning. A yearly report is sent to the Dean showing all PLA requests approved and the outcomes.

Financial Model

There is no cost to the student for this service. There is a faculty labor cost, but it's very small given the program's size. Review criteria are clearly articulated for faculty, which streamlines the process. If faculty were to begin feeling burdened, the process would be changed.

Challenges

One of the academic units at UWG resisted reviewing occupations. If a student held employment doing something that was related to a course, the department wasn't willing to review occupations for credit.

Results

Since Fall 2015, UWG has helped over 274 students receive 1,350 credits, saving each one an average of $1,900 in tuition and fees. The program helps students feel valued and understood, and has led to a veteran retention rate of 76% (exceeding the overall institution retention rate of 72%).

The program won a University of Georgia System prior learning assessment award that came with a $1,500 stipend, which was then invested back into the PLA program to enable faculty to conduct foreign language reviews.

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5. Custom Training – Non-credit

DESCRIPTION

An agreement between the employer-partner and IHE, whereby the IHE agrees to help develop and facilitate training for non-credit continuing education in a specific content area.

Training may or may not have "certification" attached.

GOALS / OUTCOMES

Employer:

- Talent development; bridge training need
- Save on new talent acquisition; upskill existing workers
- Employer reputation (cares about talent development)

IHE:

- Pipeline of students for existing programs
- Revenue
- Brand awareness
- Market engagement and real data

PARTNERSHIP FIT

Employer:

- Understands their talent development needs
- Needs align with IHE program strengths and offerings
- Sufficient resources to fund and support custom training
- Pressing business need to upskill workers

IHE:

- Reputation of employer consistent with institutional values
- Program targets area of strength or growth for institution
- Consistent with strategic direction
- Expectations aligned with employer with respect to timing, cost, and outcomes

ROLES & RESPONSIBILITIES

Employer:

- Identify point-person for communications and administration
- Identify point person to approve program development
- Identify students; forecast enrollment
- Ensure flexible work schedule to attend classes

IHE:

- Identify point-person to support client
- Instructional design and training delivery consistent with the expectations of the partner agreement
- Report on outcomes

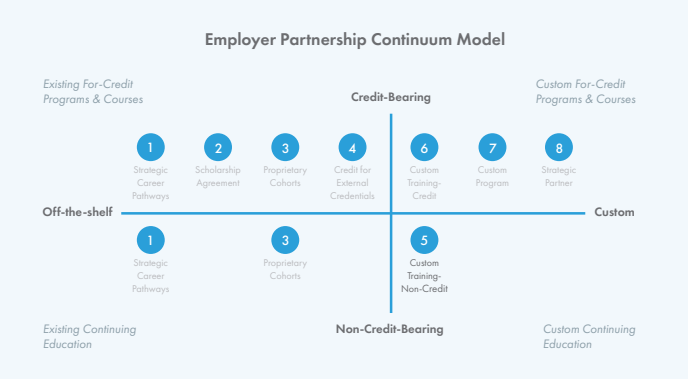
FINANCIAL MODEL

Employer:

- MOU articulates agreement and expectations
- Agreement on fees for required services
- Commitment to minimum number of students per year

IHE:

- MOU in place
- Fees established for training development and delivery



Competency Priorities by Project Phase

Explore	Launch	Maintain	Evaluate
Envisioning	External Communication	External Communication	Evaluation & Analytics
External Communication	Internal Communication	Quality Control	External Communication
	Negotiation	Instructional Design	Internal Communication
		Conflict Resolution	

OPERATIONAL ELEMENTS

Employer:

- Point-person for communication with IHE
- Point-person to support training development and delivery
- Policies in place to support leaves or flexible work hours
- Budget

IHE:

- Point-person to support employer relationship
- Designated department/unit for administration, orientation/coordination of instructors
- Billing mechanism
- Measurable outcomes with check points to course correct
- Tracking mechanisms to report progress and results

COMMON BARRIERS TO SUCCESS

- Roles and responsibilities of both parties may be unclear
- Multiple points of contact
- No regular and substantive communication for feedback and problem solving
- Prioritizing revenue and not the relationship

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Example: Lipscomb University, Nashville, TN

Description

A facilities and home services company in Nashville has a leadership academy for employees who have been identified as high potential/high performing. Level 1 of the program is the through a secondary source and Level 2 is offered in partnership with Lipscomb Online. Level 2 is comprised of six 90-minute workshops followed by individualized performance coaching sessions.

Prior to taking Level 2, participants are assessed by Lipscomb's Assessment Center. They are reassessed after completion of the 6-month program to evaluate its impact and calculate eligible credit transfer to other Lipscomb programs. The employer also uses Assessment Center data to guide further development of employees.

Goals/Outcomes

The employer's goal is to better develop their leaders and grow the talent pool of existing employees. Lipscomb seeks to matriculate more students through this partnership, as the program itself is not a big revenue generator.

Partnership Fit

The employer is a large, faith-based organization and its mission statement reflects Christian faith and values similar to those of Lipscomb. The students are tradespeople who have moved up in the organization but may be under-credentialed. Some of the students have professional experience but lack academic credentials. These are the type of students that Lipscomb Online serves best.

Roles and Responsibilities

The employer provides cohorts of students to enter the program. Names and contact information are sent to Lipscomb, who then communicates program details to participants.

The program is under the purview of a Lipscomb Academic Dean. A staff member organizes and plans workshops, the Budget Director invoices the company, and the Dean of Enrollment and Recruiting manages tuition discounts. The Assessment Center is a central feature of Lipscomb Online academic programs. Participants are assessed in groups, as well as individually, and even competitively. Credit awarded is based on the level of competence demonstrated.

Financial Model

The Assessment Center is expensive as cohort assessments involve hiring three to four assessors for two days. The employer also pays for the facilitator of each program workshop. The cost per participant is about $6,000 for the entire program, paid by the employer. There are no development costs associated with the program as it uses existing curriculum and existing Lipscomb staff. Customization is in the program design, examples used, and one-on-one coaching.

Challenges

This is a large commitment for the academic organization and does not directly drive financial growth. If students do not matriculate, the program loses money.

Results

Eight participants completed the program in 2018 and there are nine in the 2019 cohort. As of August 2019, one person had matriculated into a credit-bearing program using credit earned in the Assessment Center. The employer is a visible organization in the Lipscomb market, and the partnership has created much goodwill. It serves as a model for other potential partnerships.

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6. Custom Training – Credit

DESCRIPTION

Custom CBE education that aligns with and articulates to existing academic programs. School partners with employer to design and implement a program for accumulating transferable credits to the school (badges, micro-credential, certificates). Employer and school work together to define content requirements that provide accelerated pathways and cost savings.

GOALS / OUTCOMES

Employer:

- Talent development; bridge training need
- Save on new talent acquisition; upskill existing workers
- Streamline training and tuition reimbursement
- Opportunity to shape context-relevant curriculum

IHE:

- Pipeline of students for existing programs
- Revenue
- Brand awareness

PARTNERSHIP FIT

Employer:

- Understands their talent development needs
- Needs align with IHE program strengths and offerings
- Sufficient resources to fund and support custom training
- Pressing business need to upskill workers

IHE:

- Program targets area of strength or growth for institution
- Consistent with strategic direction
- Expectations aligned with employer with respect to timing, cost, and outcomes

ROLES & RESPONSIBILITIES

Employer:

- Identify point-person for communications and administration
- Identify point person to approve program development
- Identify students; forecast enrollment
- Tuition payment or re-imbursement
- Ensure flexible work schedule to attend classes

IHE:

- Identify point-person to support client
- Instructional design and training delivery consistent with expectations in partner agreement
- Training articulated to existing programs

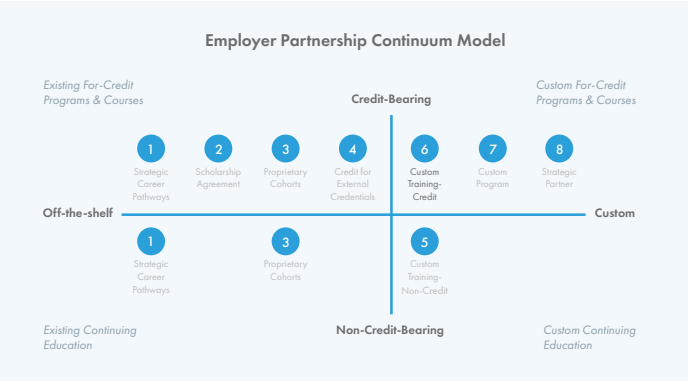
FINANCIAL MODEL

Employer:

- MOU articulates agreement and expectations
- Agreement on fees for required services
- Commitment to minimum number of students per year

IHE:

- MOU in place
- Fees established for training development and delivery



Competency Priorities by Project Phase

Explore	Launch	Maintain	Evaluate
Envisioning	External Communication	External Communication	Evaluation & Analytics
External Communication	Internal Communication	Quality Control	External Communication
	Negotiation	Instructional Design	Internal Communication
		Conflict Resolution	

OPERATIONAL ELEMENTS

Employer:

- Point-person for communication with IHE
- Point-person to support training development and delivery
- Policies in place to support leaves or flexible work hours

IHE:

- Point-person to support employer relationship
- Designated department/unit for administration, orientation/coordination of instructors
- Billing mechanism
- Measurable outcomes with check points to course correct
- Tracking mechanisms to report progress and results

COMMON BARRIERS TO SUCCESS

- Roles and responsibilities of both parties may be unclear
- Multiple points of contact
- No regular and substantive communication for feedback and problem solving
- Ineffective internal communication and coordination across departments

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Example: Brandman University, Irvine, CA

Description

Brandman received a California Department of Education grant for a school district partnership to skill up teachers in math-teaching strategies. The one-year program for K-6 teachers was also designed to instill greater confidence in teachers with respect to their own math abilities, as it was discerned that lack of confidence in one's own math abilities reduced the ability to teach it to others.

The program builds on existing curriculum, with additional partners brought in to add or adjust content as needed. Brandman faculty teach the program at K-6 school sites during the school day and model effective math teaching strategies. Students are mentored as they acquire the skills to demonstrate mastery.

Goals/Outcomes

The District aims to improve the level of math education provided to K-6 graders through teacher professional development. Brandman has the opportunity to build and strengthen an existing relationship with one of its long-term partners.

Partnership Fit

Brandman vets potential partners to ensure alignment of values. They also look for alignment on goals for the program, and its ability to provide what clients need.

Roles and Responsibilities

The District articulated the outcomes they were looking for, provided some SMEs, allocated time for training during teacher work hours, and identified which teachers would be served by the program. Brandman developed and delivered the curriculum, and assessed to determine whether outcomes were met.

Financial Model

The intent of the grant was that Brandman facilitate the program in such a way that the program would be replicable by the district utilizing its own resources, rather than operate it long-term. The grant provided development funds and a structure to the partnership. Brandman is still involved even though the grant has expired, but the District is now running the program.

Challenges

Brandman had already worked with the partner District for some time, so the risks were minimal given the deep, trusting relationship that existed between the organizations.

Results

Brandman conducted surveys to determine changes in the ability of participating K-6 teachers to incorporate the defined math strategies into their instruction, and in overall confidence in their math skills. The results overwhelmingly showed that the teachers had incorporated the new strategies into their teaching and gained confidence in their ability to teach the subject.

The partnership helped solidify the strategic relationship between Brandman and the district and provided a foundation on which other programs could partner with the District. Brandman has found that higher-level, more complex partnerships need to be built on a foundation of prior positive experiences with that partner.

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7. Custom Program

DESCRIPTION

Employer and school work together to customize an academic program where the content is directly applicable to the employer work environment for dedicated employer cohorts.

GOALS / OUTCOMES

Employer:

- Talent development and employee benefit
- Streamline training and tuition reimbursement
- Opportunity to shape context-relevant curriculum

IHE:

- Pipeline of students for existing programs
- Direct student enrollment into academic programs
- Brand awareness

PARTNERSHIP FIT

Employer:

- Seeks added education benefit for employees
- Values employee retention
- Understands talent development needs
- Needs align with IHE program strengths and offerings
- Sufficient resources to fund and support custom training

IHE:

- Program targets area of strength or growth for institution
- Consistent with strategic direction
- Expectations aligned with employer
- Able to deliver on customized content and modality

ROLES & RESPONSIBILITIES

Employer:

- Identify point-person for communications and administration
- Identify point person to support program development
- Identify students; forecast enrollment
- Tuition payment or re-imbursement

IHE:

- Identify point-person to support client
- Instructional design consistent with expectations in MOU
- Program established through proper academic school policies and procedures
- Report on outcomes

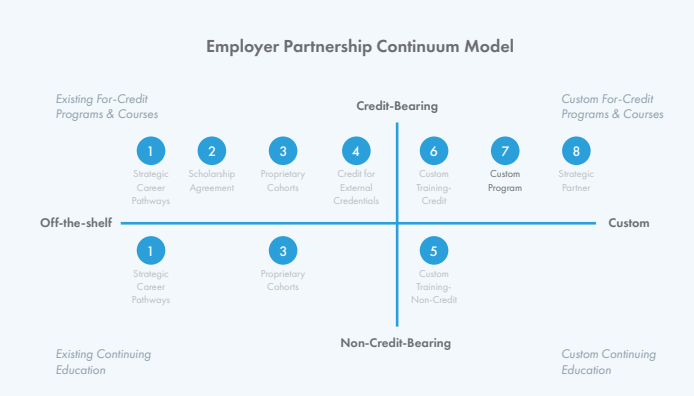
FINANCIAL MODEL

Employer:

- MOU articulates agreement and expectations
- Agreement on fees for required services
- Commitment to minimum number of students per year

IHE:

- MOU in place
- Full business plan includes direct and indirect costs associated with: personnel, subject matter expert (SME), content development, technology requirements, site delivery, materials, travel, operations, support services, etc.



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		Conflict Resolution	

OPERATIONAL ELEMENTS

Employer:

- Point-person for communication with IHE and student support
- Point-person to support training development and delivery
- Policies in place to support leaves or flexible work hours
- Line item in budget for custom program

IHE:

- Point-person to support employer relationship
- Designated department/unit for administration and authority to execute changes
- Designated personnel in charge of operations, academics, financial aid, student support services
- Measurable outcomes with check points to course correct

COMMON BARRIERS TO SUCCESS

- Roles and responsibilities of both parties may be unclear
- Multiple points of contact (operations and academic)
- No regular and substantive feedback and problem solving
- Ineffective internal communication and coordination
- Instructors not used to corporate students
- Difficulty executing customized programming

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Example: Central New Mexico Community College, Albuquerque, NM

Description

Central New Mexico Community College (CNM) has developed a Retail Management Certificate that aligns with a credential offered by the Western Association of Food Chains (WAFC). The certificate is designed to skill up employees into middle managers in the grocery store industry. Retailers were having a hard time hiring managers, so the Certificate is a way to train incumbent staff for advancement.

Students who complete the 8-course, for-credit program receive a certificate of completion from CNM and a Retail Management credential from WAFC. CNM has an articulation agreement with Brandman University and credits are transferable towards a Bachelor in Business Administration.

Goals/Outcomes

The employers seek to train and improve their workforce, and build leadership capacity in employees to move them up in the organization. CNM offers relevant educational programs that meet their needs. The program expands the pipeline of students CNM can serve, and add values through partnering and articulating transfer opportunities with other 4-year institutions.

Partnership Fit

The employers and WAFC seek to offer training for employees that can strengthen their workforce and lead to more advanced degrees, and CNM is committed to serving the community at all vocational and professional levels. The certificate program created by WAFC meets their employers' needs by providing a relevant educational experience for students.

Roles & Responsibilities

Employers promote the program to their associates, and the point person at each grocery store is someone in their Human Resources Department. The Associate Dean and Program Manager in the School of Business lead the work for CNM. CNM registers students into the program, provides coaching support for students, and works with the WAFC and employers to meet their needs. CNM's coach regularly contacts HR personnel at each participating retailer to update them on their students' progress.

Financial Model

CNM received a Brighter Futures grant from the Walmart Foundation to offer the WAFC Retail Management Certificate to lower-level managers in a competency-based format. Employers pay CNM $275 per class per student and on completion, are reimbursed for 50% of the class. The Walmart Grant provided the other 50% of the cost. CNM recoups funding through tuition revenue. Grant funding was used to develop courses and pay for the technology fee required for the LMS platform. The program provides short-term ROI for participating employers because of the grant and funding from WAFC. CNM gains a pipeline of students with direct experience in the workforce and reduces its marketing costs because WAFC recruits the students.

Challenges

Billing has been one challenge. CNM's traditional billing structure was confusing to the grocery store management, so adjustments had to be made. During the initial launch, schedule adjustments were made to accommodate the students' long work hours. Additionally, CNM wanted to change the sequence of classes to improve student success, but WAFC has strict guidelines on the order of classes, so the change request had to go to the WAFC Board for approval.

Results

The program began in Spring 2018 and there have been 40 graduates to date. Classes are offered in 7-week blocks, 2 blocks per term, and students can finish in a year. Most students take one class at a time, and many require two attempts to finish a course. However, some students have finished up to 2 courses in a 7-week block. On average, there are about 80 students enrolled at any given time. In September 2019, an additional 30 students from a new retailer partner will start the program. CNM was able to pilot its CBE program due to this partnership and grant funding.

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8. Strategic Partner

DESCRIPTION

IHE is a strategic partner with the employer participating in strategic planning, programming, initiatives, and organizational development. IHE has a representative at the employer's leadership table and employer budgets annually for IHE services.

GOALS / OUTCOMES

Employer:

- Strategic talent development / employee benefits
- Organizational development seen as competitive advantage
- Flexible, on-demand, context-relevant curriculum

IHE:

- Revenue opportunity
- Direct student enrollment into academic programs
- Brand awareness in target industry
- Understand industry needs firsthand to develop expertise

PARTNERSHIP FIT

Employer:

- Understands and supports talent development
- Needs align with IHE program strengths and offerings
- Sufficient resources to fund and support custom training

IHE:

- Reputation of employer consistent with institutional values
- Expertise, resources and programs target area of strength or growth for institution
- Able to deliver on customized content and modality
- Expertise in organizational development and strategic planning

ROLES & RESPONSIBILITIES

Employer:

- Identify point-person for communications and administration
- Annual budget for consultation, development & delivery
- Include institution in strategic planning
- Provide SMEs as needed

IHE:

- Identify point-person to support client relationship
- Relevant industry expertise in strategic planning for talent development
- Establish and articulate programs through proper academic school policies and procedures

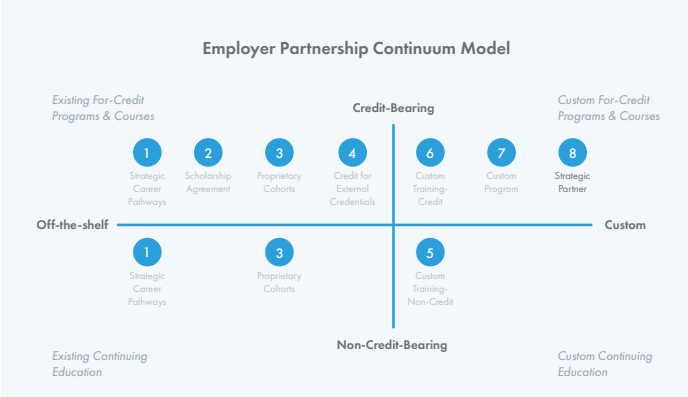
FINANCIAL MODEL

Employer:

- MOU articulates agreement and expectations
- Agreement on fees for required services
- Commitment to minimum number of students per year

IHE:

- Full business plan includes direct and indirect costs associated with: personnel, subject matter expert (SME), content development, technology requirements, site delivery, materials, travel, operations, support services, etc



OPERATIONAL ELEMENTS

Employer:

- Non-disclosure agreement with institution to share strategic direction
- Policies in place to require employee participation in programs

IHE:

- Designated department/unit for administration and authority to commit to custom development and delivery
- Timely access to institution SMEs and instructional designers for custom development
- Measurable outcomes with check points to course correct

POTENTIAL BARRIERS TO SUCCESS

- Multiple points of contact (operations and academic)
- Ineffective internal communication and coordination
- Instructors not used to corporate students
- Difficult for institution to execute customized programming and articulate to existing programs in (possible) multiple departments

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Example: Salt Lake Community College, Salt Lake City, UT

Description

Salt Lake Community College (SLCC) developed an integrated relationship with an employer to create a Diesel Technicians Apprentice Program (TAP). The employer came to SLCC and asked for a modified, outside-the-box delivery for their employees. The employer noted that employees struggle to complete schoolwork on a semester schedule, so instead they are sent out as a cohort to SLCC for two weeks at a time or 30 hours. Students who complete the program receive a General Apprenticeship Associate Degree, needed for advancement. It is available to qualifying paid and benefited employees of the company and students' tuition is paid by the company.

Goals/Outcomes

The employer noted that up to 20,000 diesel technicians are needed to replace retiring employees across the industry but was also looking for future leaders. They wanted a program that resulted in a stackable, Associate Degree in diesel technology which could later be leveraged into a Bachelors degree. They were adamant the degree needed to encompass communication and critical thinking skills, so SLCC included 20 credits of general education focusing specifically on those types of competencies. SLCC strategic workforce goals include meeting community and industry needs, and delivering high student completion rates.

Partnership Fit

The employer is committed to provide and support employee training and education programs. SLCC has a track record of providing competency-based programs of all designs to fit employer needs. SLCC and this employer have built a curriculum with the student's priorities in mind.

Roles and Responsibilities

The employer sends SLCC names of employees whom they would like enrolled in the program, and provide time at work for participants to study. This high level of commitment is also evidenced in their practice of sending executive leadership to planning and design meetings. Now that the program is running, meetings consist mostly of quarterly check-ins to discuss what can be improved on, or what changes are needed to curriculum to meet industry/manufacturing needs.

SLCC communicates with the students before they arrive for their two-week intensive trainings and ensures everything is ready for them to begin. SLCC hired an additional faculty member to handle the teaching load, as well as an additional program manager to oversee the program. The employer wanted a one-stop shop. Once students get to campus, no time is wasted. Hands-on labs are held at the SLCC campus and the general education courses are delivered online.

Financial Model

This is an employer-paid relationship and the company pays 100% of the tuition. All SLCC apprenticeship programs are half price tuition because the state (Utah) values apprenticeships, so this discount is extended to the employer. Sustainability of the discount is dependent on continued state funding. The company also provides tools, books, and other supplies.

Challenges

The program is a lot of work, but a partnership like this can snowball into other partnerships and is well worth the work. These types of partnerships are always labor intensive, but do get easier with time.

Results

2020 will be the first year of completion for the 2-year program. The completion rate should be very high since the program is a part of the students' job.

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Appendix A – IHE Self-Assessment Worksheet

One of the most important first steps in establishing effective partnerships with employers is understanding your institution—its reputation in the marketplace, and what you can bring to the relationship that aligns with your institutional goals.
Use this worksheet to self-assess your institution and refer to it when evaluating prospective partners.

1. Institutional Reputation

What is the general perception of your institution in the region you wish to serve?	
What do they know about you?	
How much credibility do you have?	
What are you best known for?	

2. Institutional Alignment

What are your institutions core values?	
How do your goals align with your strategic plan or institutional priorities?	
Summarize the strengths, weaknesses, opportunities and threats (SWOT) for your department or institution	
Is there a commitment from your leaders to long-term partnerships?	

3. Institutional Assessment

What type of business could realistically benefit from a partnership with you and why?	
Which jobs/industries does your institution best understand?	
What data or research supports your understanding of the needs of those jobs/ industries?	
In your research of national or regional workforce trends, which needs best align with the strengths of your institution?	

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4. Institutional Offerings

What programs or expertise do you currently offer that align with national workforce trends?	
What programs/learning do you currently offer that meet the needs of local corporate partners?	
What else does your institution have to offer that would benefit a potential employer partner?	
What training/professional development opportunities do you have available to resource your team to support partnerships?	

5. Institutional Experience

What prior experience has your institution had with corporate partnerships?	
What was learned from those previous partnerships?	
What have you learned from researching other institutions' partnerships?	

6. Institutional Goals

What are your goals for corporate partnership?	
What institutional outcomes do you expect to see?	
What student outcomes do you expect to see?	

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Appendix B – Partner Fit Worksheet

One of the most important first steps in establishing effective partnerships with employers is understanding how your institution—its reputation in the marketplace, and what you can bring to the relationship—aligns with the prospective partner's needs. Before investing significant time and resources into pursing a partnership, use this worksheet, or variation on it, to help you assess the fit between the two organizations. It will help you identify the scope of work and level of resources needed to establish and support a partnership with the target organization. Whatever you decide to do, go in with eyes wide open!

1. Partner Information

Organization Name	
Type of business/industry	
Targeted positions for training/ education	
Needs your institution could address through partnership	
Individuals in partner organization who have validated those needs	
Type of partnership being explored *(refer to Toolkit Partnership Types)*	☐ Strategic Career Pathway ☐ Scholarship Agreement ☐ Proprietary Cohort ☐ Credit for External Credentials ☐ Custom Training – Non-Credit ☐ Custom Training – Credit ☐ Custom Program ☐ Strategic Partner ☐ Other (specify:
Proposed timeline	

2. Reputation

How does the prospective partner perceive your institution?	
What do they know about you and how did they learn it?	
How much credibility do you have and how do you know?	
How is the prospective partner perceived in the marketplace?	

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3. Prior Experience

Has the organization partnered with a IHE before? If yes, who, when, and for what?	
Was it a positive or negative experience? Why?	
Does the prospective partner have other partnerships in mind they wish to emulate or avoid?	

4. Organizational Goals and Strengths

What are the core values, goals and strengths of the prospective partner?	
How do their values and goals align with your institution's?	
Which of your institutional strengths best meet their needs?	
Which of your weaknesses could threaten the relationship?	
Is there evidence of commitment from their leaders to long-term partnerships?	

5. Partnership Goals

What are the partner's goals for partnership?	
What organizational outcomes do they expect to see?	
What learner outcomes do they expect to see?	
What would be the mission statement for this partnership?	

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6. Program Alignment

What programs do you offer that align with the partner's current and future needs?	
What else does your institution offer that could benefit this partner?	

7. Support Resources

Which internal resources will you rely on to establish, support and maintain this partnership?	
Do you have the internal leadership support or endorsement needed to establish this partnership?	
Who in the partner organization will establish, support and maintain the partnership?	
What leadership support or endorsement is needed in the partner organization to establish this partnership?	

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Appendix C – SUNY Empire State College Professional Learning Evaluation Review Template

SUNY Empire State College Professional Learning Evaluation (PLE) Review Template **Name of Evaluator: _____**

Name of Organization (Learning Provider): _____ Name of Learning Experience Under Review: _____

Type of Learning Experience under review:

- ☐ Micro-Credential
- ☐ License/Certification
- ☐ Training Program
- ☐ Workplace Competencies
- ☐ Course/Workshop
- ☐ Exam
- ☐ Other_____

Please indicate the materials reviewed (check all that apply):

- ☐ Instructional Materials
- ☐ Activities
- ☐ Assignments and Required Work
- ☐ Assessments
- ☐ Other_____

Did you go on a site visit? ❒ Yes ❒ No

If Yes, in which of the following did you participate?

- ☐ Tour of the facilities
- ☐ Observed classroom or other instructional activities
- ☐ Talked with administration of the program
- ☐ Talked with instructional designers of the program
- ☐ Talked with instructors of the program
- ☐ Talked with participants of the program
- ☐ Other _____

OVERALL RECOMMENDATION (Use more space as needed)

Component Title(s)	Learning Outcomes	Credits	Learning Level (Lower, Upper)	Liberal Arts (LA) / Applied Learning (AP)	SUNY General Education – see list below

SUNY General Education Areas: 0 – None, 1 – Mathematics, 2 – Natural Sciences, 3 – Social Sciences, 4 – American History, 5 – Western Civilization, 6 – Other World Civilizations, 7 – Humanities (cannot be combined with other areas), 8 – The Arts, 9 – Foreign Language, 10 – Basic Communication

Adapted from Creative Commons Materials:

1. Consortium for the Assessment of College Equivalency (CACE) Standards for the Assessment of Non-Collegiate Instruction, Adopted July 21, 2015.
2. Global Learning Qualifications Framework (www.esc.edu/glqf).
3. Riccioni, R. and J. Nagrod. Academic Program Review Guide: Rubrics and Resources for the Review Team. Creative Commons Licensed: April 2015; adapted for Thomas Edison State University by J. Nagrod, August 2015; updated May 2016.

I. Design/Delivery of Content: How are the learning experiences designed to meet the intended objectives of the credential, program, course, or exam?

Target	*No Evidence*	*Partial Evidence*	*Full Evidence*
The process used to develop learning experiences and assessments align with academic and/or industry standards.			
Prerequisite requirements for the learning experiences or exam are clearly stated.			
The length of training is appropriate for developing the stated learning outcomes/competencies.			
Standards for successful completion are critically reviewed on a regular basis to ensure quality and integrity, and continued alignment with the industry or field.			
Technology used is current and appropriate, and supports the learning objectives.			
The learning environment, including any lab and/or hands-on space, is appropriate for learning the subject/field.			
MULTI_SITE ONLY – The organization has controls/processes in place to ensure the quality of the credentials/learning is consistent across sites.			
EXAM ONLY – Security measures are taken to maintain the integrity of the credentialing exam (e.g., test bank, multiple versions, proctors).			

Comments:

II. Learning Content: Learning Outcomes/Competencies: Are there stated, measurable learning outcomes or competencies?

Target	*No Evidence*	*Partial Evidence*	*Full Evidence*
Learning outcomes/competencies are threaded and/or scaffolded throughout the learning experiences and assessments, flowing from one session to the next (i.e., threading) and/or build upon one another with increasing difficulty (i.e., scaffolding).			
The learning outcomes/competencies support the overall program/curriculum/course/exam objectives.			
The learning outcomes/competencies are measurable.			
Learning outcomes/competencies are consistent with those generally accepted for similar learning experiences in the field.			
The learning outcomes/competencies are achievable in the required time spent on learning and with the methods of instruction (e.g., lecture, practica, demonstration, OJT, lab, assessments, observation, research…)			
The learning outcomes are appropriate for the level of learning (refer to Level Guide).			

Comments:

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III. Instructional Activities, Assignments, and Learning Materials: How do the instructional activities, assignments, and learning materials align to the intended learning outcomes/competencies?

Target	*No Evidence*	*Partial Evidence*	*Full Evidence*
The instructional activities and assignments support the learning outcomes, are aligned at the same level of learning, and are consistent with course content.			
The teaching methodologies are appropriate for the content and materials.			
The learning materials support the learning outcomes/competencies.			
The learning materials are appropriate for the topics/field and the level of learning.			

Comments:

IV. Learning Evaluation or Assessment Procedures: How well do the assessments measure learning?

Target	*No Evidence*	*Partial Evidence*	*Full Evidence*
The organization defines successful completion of the learning outcomes/competencies and has methods in place to assess and verify that completion.			
The assessment methodology is consistent with best practices in the field or subject and the format(s), length, and level of difficulty are sufficient and appropriate to assess the learning outcomes/competencies			
There is appropriate assessment of any clinical or field experience component to the credential.			
The assessments provide enough feedback for knowledge and performance improvement.			
The assessments are cumulative to assess progressively higher levels of learning.			
If the assessment allows for open use of resources or reference materials, there is evidence of individual knowledge and skills gained.			
There are appropriate procedures in place regarding re-taking the credentialing exam or any of its components if not passed initially.			

Is the assessment at the course/component level is sufficient to award individual component credit?

Is completion of the entire program independent of the credit recommendation for any one component?

Comments:

V. College-Level Learning: Are the learning experiences at college level, and if so, at what level?

If evaluating more than one learning component, use the College-Level Learning Table per component.

***A. Lower Level Learning* - Learning experiences provide opportunities to:**	*No Evidence*	*Partial Evidence*	*Full Evidence*
Build a foundational knowledge-base using broad and specific knowledge, skills, and competencies as applied to relevant theories, methodologies, practices and quantitative applications.			
Gather, review, analyze, evaluate and respond to defined or routine problems drawing on relevant theoretical, practical, and prior knowledge and experiences.			
Apply relevant concepts, theories, and technical and professional knowledge in the analysis and resolution of practical issues within particular contexts.			
Research and collect information and relevant data from a wide range of resources to answer questions and/or solve problems; evaluate the quality, relevance, currency and accuracy of that information; and select and interpret appropriate information for the situation, problem or question.			
Engage in decision-making according to the standards of practice and ethics of the field.			
Communicate knowledge and demonstrate skills in content areas accurately, coherently and clearly that are informed by key concepts, techniques, developments and ethical standards in the field through the use of appropriate techniques, including: written, oral, visual and/or technology-facilitated methods.			
Engage in active listening, relevant discussions, and respectful discourse with individuals and/or groups with varying viewpoints and diverse backgrounds.			
Participate in and accept accountability and responsibility for own learning and work.			
Reflect upon one's own actions and implications in situations and take responsibility for these actions while working with others and/or solving problems.			
Self-identify and evaluate gaps in own knowledge, skills and abilities; use feedback to develop learning and professional goals; and engage strategies for improvement and to reach those goals.			
Demonstrate insight into one's identity and biases and the influence they have on understanding, interacting and working effectively with others.			

Comments:

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***B. Upper Level Learning* - Learning experiences provide opportunities to:**	*No Evidence*	*Partial Evidence*	*Full Evidence*
Demonstrate advanced knowledge of and critical insight into the theories, principles and practices and an awareness of innovations and changes in the field.			
Research, interpret, evaluate, synthesize, integrate and apply appropriate knowledge methods, tools, protocols, strategies and prior experiences, using multiple methods and sources of information to solve or prevent complex issues or problems for varied applications in tactical, strategical and creative ways.			
Manage processes in unfamiliar and changing contexts, recognizing that applications of strategies and/or problem solving are situational.			
Collaborate in gathering, developing and sharing information to meet group needs.			
Communicate, with authority and credibility, appropriate, accurate and reliable perspectives in one's own voice on information and concerns to convey complex information clearly to diverse audiences and to address various situations.			
Recognize that values and beliefs are embedded in all information, which can change and evolve; evaluate information sources for validity, quality, bias, commentary and authorial strength; and use and cite information effectively in documenting resources and/or development of original content.			
Recognize different perspectives and analyze situations and actions to provide best solutions under different circumstances according to the standards of practice and ethics of the field, and take responsibility for decision making and actions based on those standards in varied and unpredictable contexts.			
Analyze critical factors impacting and provide leadership and encouragement to others to: accept and learn from each other; develop cohesion across individuals and groups with diverse perspectives and backgrounds; and engage in respectful interactions, discourse and collaboration.			
Identify and evaluate limitations in own knowledge, skills and abilities; recognize how those limitations may influence one's own perspectives, analyses and interpretations; and monitor and adjust own behaviors and learning needs appropriately while engaging various situations and/or interactions with others.			
Participate in and accept accountability and responsibility for own learning and work and utilize feedback to build effective strategies for continuous improvement.			

Comments:

VI. Instructor/ Instructional Designer Credentials and Qualifications

Target	*No Evidence*	*Partial Evidence*	*Full Evidence*
The instructors have the minimum requirements in terms of experience, education and/or credential(s) to teach in the program.			
The organization conducts regular reviews of instructor performance with processes in place to support improvement.			
The organization provides professional development and support for its instructors.			

Comments:

VII. Registrarial Integrity and Verification Procedures: How is the learning documented and recorded? What evidence is needed from participants to issue credit?

Target	*No Evidence*	*Partial Evidence*	*Full Evidence*
The organization issuing the credential keeps adequate records of all participants and successful completion of learning outcomes/competencies for a minimum of five years.			
Information is readily available to participants on how to acquire official documentation of their successful completion of the credential, program, course, learning outcomes, competencies, and/or exam.			
PLEASE STATE: How do participants obtain official documentation of their successful completion of the credential, program, course, learning outcomes, competencies, and/or exam?			

Comments:

VIII. Administration

Target	*No Evidence*	*Partial Evidence*	*Full Evidence*
The organization provided enough materials to conduct this evaluation sufficiently and make a credit recommendation.			
The organization provided documentation of the last updates to the credential, program, course, learning outcomes, competencies, and/or exam and the validity period for the evaluation.			
The organization, and not a third party, maintains control over the credential components, the learning experiences being evaluated, and assessment processes and procedures.			
The learning experiences are developed, administered, assessed, and/or delivered by individuals with industry appropriate credentials, education and/or experience.			
The organization conducts periodic reviews of curriculum and assessments.			
A clear description of the organization, including the organizational history, mission, and structure; the location(s) of instructional delivery, with website; constituents served; summary of specific training being evaluated; and the sustainability of the program are provided.			

Comments:

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Appendix D – Brandman University Credit Hour Bridging Curriculum Evaluation Template

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T4
Credit Hour Bridging Curriculum Evaluation Template

The purpose of this template is to propose curriculum that will be bridged *from* training and education that does not currently carry academic credit *to* credit opportunities within Brandman University. The training and education providers may be organizations/institutions outside higher education or within higher education

This template includes:

Step 1: Initial Evidence, Curriculum Review, Equivalences, and Credit Hour Calculation

A. **Description and Rationale** needed to justify the resources to move forward. This section addresses the details of the project as well as the partner organization.
B. **Review and Recommendation**
C. **Curriculum** which includes discussion academic faculty review of curricular materials as well as details of curriculum processes and implementation
D. **Credit Hour Calculation** which requires information about hours devoted to direct and indirect instruction
E. **Credit Recommendation** which includes the level of learning, the method of bridging, and the course equivalency
F. **Review and Recommendation**

For all template work, please spell out all organization names, etc. when you first use them. Include the abbreviation in parentheses, and then feel free to abbreviate in later references.

A. Description and Rationale:

1. **Project Lead Name and Title:**

2. **School:**

3. **Title of Program/Training:**

4. **Description of Program/Training (3-4 sentences):**

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5. **Demand/Rationale/Justification: In one to two paragraphs describe the justification/impetus for this bridging opportunity. Include brief information about the organization outside of Brandman University that provides the program/training.**

6. **Describe other partnerships/relationships Brandman has had with this organization, if any.**

7. **List other institutions that work with this organization for bridging opportunities, if applicable.**

C: Curriculum Review

1. **What curriculum documents that support key components of the training are provided by the partner? Please list and embed them.** *(also, note where full breadth of documents are located so they are available if requested as evidence)*

2. **Who are the Brandman University faculty members that conducted the curriculum review, and what are their relevant areas of expertise?**

3. **Explain requirements for program completion as well as evidence of learning (final exam, completion of all assignments, a certain grade on work, minimum hours in program, etc.).**

4. **What catalog copy, if any, is anticipated for bridging this program/training (i.e. where it will "live" in the catalog, relevant program, Brandman course articulation)? If there will not be catalog copy, explain why not.**

5. **In what modality is the program offered?**

☐ **Online**
☐ **Blended**
☐ **Online and Blended**
☐ **Other**

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6. **Describe the instructor qualifications.**

7. **Describe the instructor's role in facilitating instruction, such as grading only, providing synchronous instruction, etc.**

8. **Describe the total number of hours required to complete the program.**

9. **State proposed year and trimester for Brandman's implementation of the bridging curriculum.**

10. **Describe criteria for participating in the program (i.e. who are the prospective participants and what are requirements for their involvement in the program, such as earned degrees or certificates or years of tenure at a company).**

11. **Explain how completion will be documented to Brandman, such as via transcript, completion certificate, etc.)**

D. Credit Hour Calculation: *Please complete the table below.*

Classroom or Direct Faculty Instruction (in-class and/or online)	Hours Devoted to this Assignment
Synchronous instructor-led instruction (virtual classes/webinars/in class)	
Discussion Board Forums	
Group work in Wiki	
Pair work in Wiki	
Voice-over instructor-led instruction	

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Interactive video with instructor	
Laboratory instruction	
Laboratory simulations/activities	
Quizzes, Exams	
Student to instructor interaction (tutoring time, scheduled meetings)	
Field trip (with instructor present)	
Student presentations	
Journals	
Blogs	
Google collaborative tools	
Other….please describe	
Total	

Out of Class Assignments	Hours Devoted to this Assignment
Readings (e.g., online, text, articles, other sources)	
Watching Videos	
Audio podcasts or recordings	
Instructional games	
Simulations	
Project work	
Class social media sites for group discussion/participation	
Writing assignments	
Student to student interaction	
Experiential learning activities	
Clinical/Practicum hours	
Synthesis/processing/reflection time (for assignments such as: written papers, presentations and projects)	
Field trips (without instructor present)	
Service learning projects	
Studying and preparation time for assignments and exams	
Research for papers or assignments	
Peer to peer study groups	
Interview experts in the field	
Other….please describe	
Total	
Grand Total	

Total Hours for Classroom or Direct Faculty Instruction: _____

Total Hours for Out of Class Assignments: _____

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E. Credit Recommendation:

Classroom/Direct Faculty Instruction (in-class & online)	Out-of-class Student Work	Number of credits
45	90	3
30	60	2
15	30	1

1. **Number of Credits:**

2. **Level of learning (choose from below):**

☐Lower Division Undergraduate
☐Upper Division Undergraduate
☐Graduate

3. **Credit is Bridged Through (choose one):**

☐Block Transfer (note below):
☐General
☐Subject Specific (e.g. EDUU):_____
☐Equivalent Course (See step 4 below)
☐New Course (See step 5 below)

4. **Brandman University Course Equivalency (if applicable):**
   a. Equivalent Course Title: _____
   b. Equivalent Course Number: _____
   c. Credit/Course Equivalency Mapping: *Please complete the table below if an equivalency recommendation will be made. If not, note NA.* _____

Bridged Curriculum (from partner)		Alignment to Brandman Curriculum	
Evaluated Training Learning Outcomes	**Evaluated Training Demonstration of Mastery per Outcome**	**BU Course Learning Outcomes**	**BU Course Demonstration of Mastery per Outcome**

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5. **New Course Request:**

   a. Course Title:
   b. Course Number:
   c. Can this course be used toward degree completion?
      ☐ Yes (If yes, please answer section 5d below.)
      ☐ No
   d. Program Alignment: *Please identify the program and whether the course will be a requirement or an elective*.

   Program: _____

   ☐ Core Course
   ☐ Emphasis Area
   ☐ Certificate
   ☐ Elective

F. REVIEW AND RECOMMENDATION:

1. Curriculum Team Discussion, if applicable to Academic Schools (Date):
2. Dean (Name, Signature, Date):
3. Faculty Evaluator (Name, Signature, Date):
4. Meeting with Office of Institutional Assessment and Planning (Date):
5. Meeting with APS (Date):
6. Dean submits Step 1 to Deans' Council
7. Deans' Council Discussion of Step 1 (Meeting Date):
8. Recommended Outcome (Choose from below: Next Steps Determined by Deans' Council)

☐CAC Presentation Date and Outcome (if applicable/only if program crosses two Schools)

☐CHIT Presentation Date and Outcome

☐Template not supported for continuation (please explain)

☐Other (please explain)

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Appendix E – Memorandum of Understanding Template

This memorandum of understanding (MOU) template is an example of the type of agreement that should be in place between an institution and employer partner to ensure clarity of expectations, deliverables, roles and responsibilities and finances. It illustrates the type of subjects to be addressed in an MOU and the level of formality needed to minimize risk potential for both parties.

DISCLAIMER: We hope that this MOU template facilitates discussions that lead to the basic terms of each new partnership. It is offered to you for informational purposes only and without representation or warranty of any kind. The MOU template does not provide legal, business or tax advice, and it cannot be used to substitute the need for your legal counsel to draft a MOU that is appropriate for each partnership and state's laws.

[Date]

Parties

(1) (1) [Company name and address] ("[Name of Company]");

(2) [School name and address] (the "Academic Institution")

(3) [Name of Company] and Academic Institution shall hereinafter be referred to individually as a "Party" and jointly as (the "Parties")

Recitals

(A) (A) [Name of Company] helps colleges/schools/universities prepare learners for [.....]

(B) [Name of Company] offers services including [.....] (the "Program")

(C) This Memorandum of Understanding ("MOU") defines the terms of the Parties' agreement for [a pilot project (the "[Project Name]") to offer the Program]. Each Party will make available the appropriate resources required to meet the deadlines and obligations defined in this MOU..

1. Term

1.1 The initial term of the Project shall be for [.....] year(s), commencing as of [the effective date], subject to provisions below.

1.2 If the Program is successful (based on a joint review by [Name of Company] and the Academic Institution after completion of the [.....] year, the Project shall automatically renew for successive periods of [.....] year(s) each unless either Party provides written notice of non-renewal to the other Party at least [.....] day(s) prior to the end of any Term. The initial term and any successive term referred to as the "Term."

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2. Time Frame

2.1. The Parties anticipate a sales and marketing launch of the Program in [month/year], with the first cohort to start in [month year]. [.....] shall be responsible for all sales and marketing efforts.

3. Structure of the Program

3.1 The Program will be based on [Name of Company] [describe what Company will be providing], as mutually agreed to by the Parties in writing. It shall consist of [.....]
which is to be supplied by [Name of Company]. Additional details of the Program shall be mutually agreed upon by the Parties, in writing, in the design phase.

3.2 If the Program is successful, the Parties anticipate marketing other [Name of Company] programs, however, such program(s) and the timing to offer such additional programs, will be based on a separate written MOU signed by both Parties. [Name of Company] proposes the following potential additional programs:

a. [.....];
b. [.....]

4. [Name of Company] Obligations

4.1 [Name of Company] will be responsible for

4.2 [Name of Company] will provide

4.3 [Name of Company] will [.....] as set forth below

a. [.....];
b. [.....];
c. [.....]

4.4 [Name of Company] shall provide [.....] [insert intellectual property to be provided]. [Name of Company] shall retain all right, title and interest in and to all [.....] "Intellectual Property Rights" means all patents and industrial property rights, patent applications and registrations, trademarks, trademark applications and registrations, copyrights and moral rights, copyright applications and registrations, renewals, extensions, continuations, divisions and reissues of, and applications for any of the rights referred to herein, Trade Secrets, trade names and industrial designs, domestic or foreign, whether arising by statute or common law. "Trade Secrets" as used herein means information that is used or may be used in business or for any commercial advantage, derives independent economic value, actual or potential, from not being generally known to the public or to the other persons who can obtain economic value from its disclosure or use, is the subject of reasonable efforts to prevent it from becoming generally known, and the disclosure of which would result in harm or improper benefit.

4.5 Academic Institution shall have the right to review [.....] and accept or reasonably reject it in whole or in part for use in the [.....] Program, provided that the Academic Institution will provide detailed feedback with respect to any material that is rejected and the reasons for such rejection. For those portions that the Academic Institution rejects, [Name of Company] shall resubmit, for review and approval by the Academic Institution, new material to cover the material rejected.

4.6 [Name of Company] represents and warrants that, during the term of this Project, the software and services used for processing credit card transactions shall be compliant with standards established by the payment card industry (PCI) Security Standards Council (https://www.pcisecuritystandards.org/index.shtml). [Name of Company] agrees to defend and indemnify and hold the Academic Institution, its officers, employees, and agents, harmless for, from and against any

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and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of the Academic Institution's customer credit card or identity information managed, retained or maintained by [Name of Company], including but not limited to fraudulent or unapproved use of such credit card or identity information, resulting from [Name of Company] failure to comply with this section 4.6

4.7 [Name of Company] will not, during the Term of this MOU, engage in a similar partnership with another institution of higher education within a [.....]-mile radius of the Academic Institution in the state(s) of [Name of State(s)]. During the term of this MOU, The Academic Institution will have continued ability to market the Program to students with no geographical restriction.

4.8 Under no circumstances shall [Name of Company] or any individual it engages to perform services on its behalf be considered an employee of the Academic Institution.

4.9 [Name of Company] shall ensure that any individuals providing services under this MOU shall have satisfied a criminal background check by a criminal background check vendor that includes a check of the vendor's proprietary national criminal background check database.

4.10 [Name of Company] agrees that if in the course of providing services pursuant to this MOU, [Name of Company] (or its agents or employees) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and [Name of Company] (or its agent or employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, [Name of Company] must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in the Academic Institution's Child Abuse and Neglect Policy (if any) and consistent with any applicable law. If the suspected child abuse or neglect involves the Academic Institution, [Name of Company] shall also report that abuse to the Academic Institution's legal counsel.

4.11 All student education records (collectively, "Student Records") created, accessed, or held by [Name of Company] under this MOU shall, to the extent applicable, be maintained and utilized by [Name of Company] in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC§ 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "FERPA"). Specifically, the Academic Institution acknowledges that [Name of Company] is a "school official" with a legitimate education interest in the Student Records as set forth in 34 C.F.R. § 99.31(a)(i)(B). [Name of Company] agrees that (i) it is subject to the requirements of 34 CFR § 99.33(a) governing the use and re-disclosure of Student Records; and (ii) it shall not maintain, use, disclose, or allow access to Student Records except for legitimate educational purposes as permitted by this MOU or as otherwise authorized by the Academic Institution. Provided, however, [Name of Company] may disclose Student Records to the extent necessary to comply with a warrant, subpoena, court order, or other legal obligation. [Name of Company] shall, to the extent practicable, notify the Academic Institution in advance of such compliance with a legal obligation unless ordered not to notify the Academic Institution by applicable legal authorities. Further, [Name of Company] agrees that, to the extent it re-discloses any Student Records to a subcontractor or other third party, it shall require such subcontractor or third party to comply with [Name of Company('s)] obligations under this section. For the avoidance of doubt, the Academic Institution agrees that [Name of Company] may use contact information received through its provision of services (including name, email address, physical address, and phone number) to notify students and prospective students of other [Name of Company] offerings; provided, however, that such students shall have the opportunity to opt-out of such notifications and [Name of Company] will honor any request to opt-out.

4.12 [Name of Company] shall ensure that access to Student Records is limited to individuals (including [Name of Company] employees and vendors and subcontractors) who have a legitimate educational purpose for such access. To the extent remote access of Student Records is necessary by a third party for technical support, such access shall be limited to authenticated and authorized access via secure protocols. Authorization and multi-factor authentication shall be required for access to all Student Records, and Student Records shall be encrypted when in transit and at rest. A network firewall shall be engaged on all [Name of Company] networks in which Student Records are stored, and network access to a system or server hosting such data must be limited to the minimum necessary. [Name of Company]

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systems on which Student Records are maintained shall be locked or logged out when unattended (including an inactivity auto-lock), and all physical Student Records shall be maintained in a secured location. [Name of Company] shall not permit Student Records to be accessed through mobile devices. [Name of Company] shall not store Student Records with a third party without first obtaining the Academic Institution's approval. [Name of Company] shall regularly backup Student Records and store any backups in an encrypted and secure location. [Name of Company] shall permit the Academic Institution to monitor compliance with the provisions contained herein. [Name of Company] shall provide Academic Institution with copies of any Student Records it may request, and upon termination of this MOU, [Name of Company] shall turn over all Student Records in its possession to the Academic Institution in a form acceptable to the Academic Institution.

4.13 [Name of Company] shall indemnify, defend and hold harmless the Academic Institution, its officers, employees and agents from and against any and all claims, demands, losses, liability, costs, damages or expenses (including financial or consequential damages) of every kind and description or damage to persons or property occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this MOU, but only to the extent that such claims are caused by or result from the negligence, or willful misconduct of [Name of Company], its employees, subcontractors, or representatives.

[Name of Company] shall provide the Academic Institution proof of the following types and minimum limits of insurance coverage. [Name of Company] shall also name the Academic Institution as an additional insured on its commercial general and excess/umbrella liability policies.

Commercial General Liability
- Each Occurrence $1,000,000
- General Aggregate $2,000,000

Professional Liability (Educator's Legal)
- Per Occurrence Limit $1,000,000
- Aggregate $2,000,000

Excess/Umbrella Liability
- Each Occurrence $1,000,000
- Aggregate $2,000,000

Crime Coverage (covering Crime, and including employee theft, forgery, larceny and embezzlement
- Limit per Loss $500,000

Cybersecurity and Data Loss Liability
- Each Occurrence $1,000,000
- General Aggregate $2,000,000

[Name of Company] shall give sixty (60) day advance written notice of non-renewal, cancellation, or expiration during the term of this MOU. In the event of non-renewal, cancellation, or expiration, [Name of Company] shall provide the Academic Institution with evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the Academic Institutions' receipt of the sixty (60) day notice. Failure to maintain the required insurance in force may result in the termination of this MOU at the descretion of the Academic Institution.

The hold harmless, indemnity and insurance provisions of this MOU shall survive the termination of this MOU and shall remain operative until the time that all potential claims or potential civil actions by the Parties or by third parties shall expire under existing law.

If any policies are written on a claims-made basis, [Name of Company] shall not discontinue or change liability insurance policies in effect during any part of this MOU without buying an extended reporting period to cover potential claims that may have occurred during the term of this MOU.

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Upon execution of this MOU, [Name of Company] shall furnish the Academic Institution with a certificate of insurance and declaration page, showing evidence of the above requirements. Certificate and declaration page must be submitted and approved by the Academic Institution Office of Risk Management (or equivalent office) before any work under this MOU may begin.

[Name of Company] shall notify the Academic Institution promptly upon the commencement of any litigation against [Name of Company] where there is any reasonable possibility that the Academic Institution may be made a party thereto.

4.14 [Name of Company] shall permit the Academic Institution to monitor compliance with the provisions contained herein by (i) providing reports regarding its operations that the Academic Institution may reasonably request, and (ii) allowing access to its records by an independent auditor selected by the Academic Institution.

5. Academic Institution Obligations

5.1 Any Licensing required to offer the Program shall be provided under Academic Institution's license as an educational institution in the state of [state name]. Any certificate issued to students completing the Program will be issued under the Academic Institution's umbrella and shall not contain a reference to [Name of Company] or [Name of Company's] logo.

5.2 The Academic Institution will market the Program according to its standard marketing practices for similar programs and on its website. In connection therewith the Academic Institution shall make its brand available (according to the conditions stated above including prior written approval, not to be unreasonably withheld, conditioned or delayed) to [Name of Company] for marketing of the Program. In addition, a specific list of marketing support activities will be agreed between the Parties (i.e listing the Program on the Academic Institution's Facebook page, etc) and the Academic Institution will make best efforts to include [at least one email] with the offering to all Academic Institution's alumni, with the goal of a [quarterly email] to Academic Institution alumni if possible.

5.3 Academic Institution will make best efforts to ensure that leads for the Program that are received by the Academic Institution directly from the Academic Institution's website are sent to [Name of Company] for follow-up and/or processing so that all enrollments can be managed by [Name of Company] regardless of origin.

5.4 During the term (including any extensions) and for one year after the termination for any reason, the Academic Institution will not offer any company with similar content in competition with the Program in [name of state(s)] or online except as offered with and through [Name of Company]. The academic Institution will continue to offer courses and programs that are already a part of their regular portfolio and may focus on content that precedes or follows-on to the content in the Program.

6. Joint Obligations

6.1 The Parties will agree on the plan and supervised execution of public notification concerning this MOU any other activities of the Parties involving both organizations, the timing, content, delivery and media to be used for any and all publicity about the Parties' relationship or about the Program or any other activities involving both Parties and is subject to prior written approval by both Parties. Both Parties retain the absolute right to determine whether permission will be granted to use that party's name or brand or when and how to publicize the relationship between the Parties.

6.2 Subject to the success of the Program and the structure for the Program set forth herein, the Parties acknowledge that there is no inherent restriction on the number of cohorts per year

6.3 [Name of Company] may choose to offer financial support in the form of special discounts or scholarships to interested, selected students upon written approval from the Academic Institution. The Academic Institution shall not offer any loans or other financial support without the prior written approval of [Name of Company].

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6.4 The Parties agree that the optimal price point for the Program will be determined by mutual agreement between the Parties. Any amendment to the optimal price point must be agreed in writing (which may include email).

7. Revenue Share

7.1 [Name of Company] shall collect all revenue related to the Program. The Parties shall share equally the Net Profit (to be defined as revenue received less costs included in the budget, including by not limited to those for the instructors, student services, career services and sales/marketing).

7.2 Revenue included in the revenue sharing pool will be the tuition received for the Program attributable to enrollments.

8. Payment Terms

8.1 [Name of Company] will generate a quarterly revenue report as of the end of each calendar quarter that will show quarterly enrollments by cohort and revenue received. That report will be received by the Academic Institution no later than forty-five (45) days after the end of the calendar quarter. Payment of the amount due in full will be received by the Academic Institution no later than thirty (30) days of the date the Parties agree on the calculation and the amount to be paid to the Academic Institution.

9. Confidentiality

9.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by Clause 9.2

9.2 Each Party may disclose the other Party's confidential information:
a. To its employees, officers, representatives or advisors who need to know such information for the purposes of carrying out the Party's obligations under the MOU. Each Party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other Party's confidential information comply with this clause 9; and
b. As may be required by law, court order or any government or regulatory authority of the [state name] open record Act (if the Academic Institution is a public institution).

9.3 No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this MOU

10 Governing Law and Jurisdiction

11.1 Both Parties agree to attempt to settle disputes through non-binding mediation. The laws of the United States and the state in which the Academic Institution is incorporated will govern.

In witness whereof, the Parties have executed this MOU as of the date first written above.

[Name of Company]

[.....] [Name, title], duly authorized for and on behalf of [Name of Company]
[behalf of Name of Company]

[The Board of Regents by and on the Behalf of (or Board of Trustees)]

[.....][Name, title], duly authorized for and on the behalf of [the Academic Institution's name]

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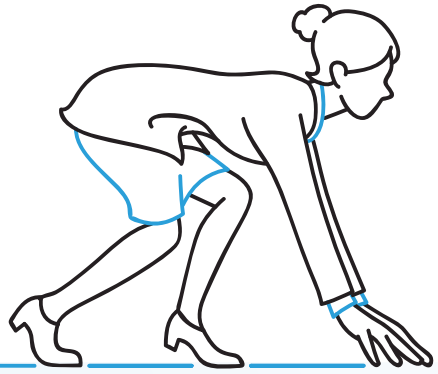

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