102 S. Hickory Avenue
Bel Air, Maryland 21014

RFQu # 26-DS-010

REQUEST FOR QUALIFICATIONS
FOR
INSTITUTES OF HIGHER EDUCATION (IHE) PARTNERSHIPS

Issue Date: March 6, 2026
Questions Due: April 3, 2026
Due Date and Time: 12:00pm (EST), May 1, 2026

Submit Proposals to: Denise.Semenkow@hcps.org

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Institutes of Higher Education (IHE) Partnerships

RFQu # 26-DS-010

1. PURPOSE

1.1 The Board of Education of Harford County Public Schools (HCPS) is issuing this Request for Qualifications (RFQu) to "Partner" with accredited institutions, with approved academic programs that support Harford County Public Schools "HCPS" employees pursuing degrees in education and/or requirements for Maryland State Department of Education (MSDE) certification, focusing on the district's areas of critical need.

1.2 HCPS desires to support the recruitment, development, and retention of highly qualified and diverse educator workforce by providing tuition reimbursement for eligible HCPS employees who enroll in approved programs offered by Partner and who successfully complete coursework with satisfactory grades.

1.3 This partnership will be available to current HCPS employes, including conditionally certified teachers and other staff seeking initial certification, additional certification, or advanced degrees in education or related fields approved by HCPS.

1.4 HCPS intends to establish a structured process through which eligible HCPS employees may apply to and be admitted into Partner's academic programs, register for HCPS-approved coursework, and receive tuition reimbursement from HCPS consistent with HCPS policies and funding availability.

1.5 It is HCPS' intent to qualify and create partnership agreements with the qualified IHE's, the number of partnerships created will be dependent on the number of qualified proposals received.

1.6 It is the intent of this specification to provide the prospective offeror(s) with complete information relative to the total performance of any resultant contract. Offerors are obligated to read and understand all parts of this request for qualifications and to obtain clarification of any part not thoroughly understood.

2. AGREEMENT PERIOD

2.1 The initial term of the Partnership Agreement shall commence on the Effective Date and remain in effect through the conclusion of the Partner's Spring Semester in 2028.

2.2 Harford County Public Schools (HCPS) will evaluate the partnerships biennially to ensure services continue to meet district requirements. This Agreement shall automatically renew for successive two-year terms unless either party provides written notice of its intent not to renew, no later than ninety (90) days prior to the expiration of the then-current term.

2.3 Submission of a proposal constitutes acceptance of all renewal options as a condition of award. The Proposer further acknowledges that all terms and conditions shall remain in effect and unchanged throughout any such renewal periods

3. PARTNERSHIP AGREEMENT

3.1 This RFQu and the final Partnership Agreement collectively constitute the Contract.

3.2 Offerors seeking to take exception to any provision herein must provide a detailed written state of such exceptions as part of their formal solicitation response. In the absence of written exceptions, the offeror is understood to have accepted all terms and conditions without qualification.

3.3 HCPS reserves the right to negotiate specific proposal provisions under appropriate circumstances.

4. SCOPE OF SERVICES

4.1 Education programs should be designed to support current HCPS employees in three specific categories:

4.1.1 Conditionally Licensed Instructors: Provide programs of study leading to full teacher licensure, with an emphasis on areas of critical need (Special Education, English, Math, Technology Education, Science, World Languages)

4.1.2 Grow Your Own: Provide programs of study that lead to teacher licensure for our support staff employees (e.g. paraprofessionals, administrative assistants, inclusion helpers, custodial staff, herein referred to as "Participants") who have been accepted into the tuition assistance program.

4.1.3 Professional Licensed Staff: Provide relevant graduate and/or post graduate degree programs in education for currently licensed HCPS employees, with a focus on critical shortage areas and disciplines.

4.2 Praxis Core Assessments.

4.3 Educative Teacher Performance Assessment.

5. IHE RESPONSIBILITIES

5.1 Partner will notify HCPS in writing if it is unable to run a course or cohort and will work with HCPS to identify alternatives for affected Participants.

5.2 Partner shall obtain written authorization from each Participant that satisfies all applicable requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementation regulations. Such authorization shall expressly permit Partner to share with HCPS all information reasonably necessary for HCPS to verify course enrollment, successful completion, and eligibility for tuition reimbursement.

5.3 Provide HCPS with a list of Participants admitted and registered into the program, for each Participant.

5.4 Submit an electronic copy of the grade roster and official transcript/official grade reports for those Participants who successfully complete the courses with a grade of C or better (for undergraduate courses) and B or better (for graduate courses) accompanied by an invoice for payment to HCPS at the end of each semester, for each Participant.

5.6 Submit an invoice in the amount of the school system's reimbursement rate of $900.00 per three (3) credit course, or current reimbursement rate. Along with the invoice, include the official transcript/official grade reports directly to HCPS for all Participants.

5.7 Partner will provide Participants with their withdrawal policies.

6. PROPOSED TIMELINE

Date	Description
March 6, 2026	RFQu Project Posted to HCPS Website and eMaryland Marketplace
April 3, 2026	Question Deadline - due before 2:30 PM (EST)
April 15, 2026	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted on HCPS website and eMaryland Marketplace.

May 1, 2026	Submittals Due before 12:00 PM (EST)
	E-Mail to: denise.semenkow@hcps.org Subject: RFQu # 26-DS-010 Institute of Higher Education Partnerships
May 4 – 29, 2026	Evaluate Submittals
July 1, 2026	Tentative Contract Start Date

7. OFFERORS REQUIREMENTS / QUALIFICATIONS

7.1 The IHE must meet at least one of the following accreditation standards (evidence must be provided with submittal):

7.1.1 Accredited by an accrediting commission in one of the regional associations of colleges and schools or

7.1.2 Participates in the ICC or the NCATE programs or

7.1.3 Coursework is accepted by the state in which the institution is located for teacher certification purposes.

7.2 All respondents submitting a proposal shall be authorized to transact business in Maryland and considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Any respondent not considered in "Good Standing" may be deemed non-responsible. Visit the following website to ensure compliance or to register: https://egov.maryland.gov/businessexpress. (HCPS bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)

7.3 All respondents must not have any "Exclusions" (respondent cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a respondent's name does not appear after searching, the respondent does not have an "Exclusion". Visit the following website to ensure compliance: https://sam.gov/SAM/pages/public/index.jsf (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the respondent may be deemed non-responsible.

7.4 Respondent shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any proposal if the information or documentation submitted by the respondent or investigation of such respondent fails to satisfy HCPS that such respondent is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

8. PROPOSAL EVALUATION

8.1 Along with the fulfillment of the RFQu, any legal requirements and Offeror's proposal submissions, the following criteria will be utilized to evaluate those proposals:

8.1.1 Recognition & suitability of offeror, offeror's name, appropriateness of proposed program(s) and content.

8.1.2 Overall ability of offeror's proposal to meet the scope of services and requirements of HCPS.

8.1.3 Overall financial value to HCPS and staff.

8.1.4 Offeror's satisfy the accreditation standards. (Accreditation will be verified through Database of Accredited Postsecondary Institutions and Programs:

https://ope.ed.gov/dapip/#/home .

8.2 HCPS reserves the right to request clarification of and/or additional proposal information that may be required for evaluation of proposals. As noted above, however, this does not include the negotiation of the terms of any proposal.

8.3 The agreement, if awarded, will be awarded to the offerors whose proposals are deemed to be the most advantageous to HCPS based on the factors stated above.

8.4 Offerors are advised that in the event of receipt of an adequate number of proposals, which require no clarification or supplementary information, such proposals may be evaluated without further discussion. Therefore, initial proposals should be submitted with the most complete and favorable terms and conditions. Should any proposal require additional clarification or supplementary details, such information must be submitted within the specified timeframe.

8.5 In determining the qualifications of an Offeror, HCPS will consider the Offeror's record and performance of any prior contracts with HCPS or other public bodies, including but not limited to the Offeror's providing similar programs/services to HCPS, other schools, or school districts. HCPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in HCPS' opinion, has not properly fulfilled prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

8.6 After review of proposals, HCPS, at its sole discretion, may ask individual offerors to make oral presentations, informal telephone interviews, or demonstrations without charge to HCPS.

8.7 HCPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.

8.8 Proposals shall be evaluated, and the offeror notified of the results.

9. TERMINATION OF PARTNERSHIP

Termination: Either party may terminate the Contract for any reason or no reason by giving written notice to the other party ninety (90) days in advance of the termination. HCPS may terminate immediately (or on shorter notice) for material breach by Partner, including failure to maintain accreditation, required approvals, or insurance. Upon receipt of termination, the Parties will cease all activity under the Contract. To the extent feasible, the termination of the Contract shall not take effect with regard to any Participants currently enrolled in the Program until such students have completed their Program.

10. RFQu COORDINATOR

Upon release of this RFQu, all communications should be directed in email to the RFQu Coordinator listed below. Unauthorized contact regarding this RFQu with other HCPS employees may result in disqualification. Any oral communication will be considered unofficial and non-binding on the School District. Questions regarding this document must be submitted to the following RFQu Coordinator:

Name: Denise Semenkow

Email: Denise.Semenkow@hcps.org

11. SUBMITTAL RESPONSE

11.1 All proposals shall be emailed to Denise.Semenkow@hcps.org. Mark subject line - **RFQu # 26-DS-010 and IHE Partnerships.** Only electronical submittals will be accepted. It is the Offeror(s) responsibility to verify that the Proposal has been received, prior to the due date. 'Read Receipts' are not sufficient. Offeror(s) may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

11.2 All proposals must be submitted strictly in Portable Document Format (.pdf). Emails received with proposals in editable formats (e.g., .doc, .xlsx, .pptx) or image formats (e.g., .jpg, .png) may be deemed non-responsive. Links to external websites, cloud storage folders or hosted PDF documents will not be accepted or accessed by the evaluation committee. Please note that our system accepts files up to 150 MB. If your file exceeds this size, please send it in multiple emails.

12. RESPONSE FORMAT

Request for Qualifications should be prepared simply and provide the information requested.

12.1 Offerors shall submit the following:

12.1.1 Proposal (See Item # 16 Submittal Requirements)

12.1.2 Required Documentation

12.1.3 Tuition Cost and related Cost Information

12.2 If a proposal contains confidential material, offerors should provide one (1) additional electronic copy for Freedom of Information Act (FOIA) requests. This version must be clearly labeled '**Redacted Copy**'. It is understood that this copy may be made available to any requesting party without prior consent or approval from the originator. Blanket requests for the entire proposal to be held confidential will not be considered.

13. OFFERORS COST TO DEVELOP REQUEST FOR QUALIFICATIONS

Costs for developing responses to this RFQu are the obligation of the Offeror and shall not be chargeable in any manner to HCPS.

14. ADDITIONAL INFORMATION

14.1 This RFQu imposes no contractual obligation whatsoever on the part of the HCPS or Offeror.

14.2 Offeror is to submit electronically a "Complete Technical Proposal" that contains original or electronic signatures.

14.3 HCPS reserves the right to reject any or all proposals or not award an agreement.

14.4 If an offeror discovers any ambiguity, conflict, omission or other error in the specifications, offeror shall immediately notify the Procurement Department of such error and request clarification of the document. Offeror understands that the only official answer or position of HCPS will be the one stated in writing by the RFQu Coordinator, or in their absence an authorized representative.

14.5 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

15. INSURANCE

The IHE is responsible for maintaining insurance coverage, including but not limited to general comprehensive liability and workers' compensation insurance.

A Certificate of Insurance verifying coverage must be submitted with your response. Failure to provide this information may deem your submittal as non-responsive.

16. SUBMITTAL REQUIREMENTS

Proposals for this Request for Qualifications should include the following:

16.1 **TAB 1 - Background**
Provide general overview of your institution, including a summary of your experience implementing solutions of similar scale and complexity.

16.2 **TAB 2 - Tuition**

16.2.1 Provide your current tuition rate (total tuition rate, cost per credit hour and any applicable discounts).

16.2.2 Describe the direct billing options that are offered. Also describe direct billing parameters (i.e., HCPS currently has a partnership that allows staff members to pay a nominal fee of $75.00 out of pocket and the remaining fees are billed directly to HCPS).

16.2.3 Provide any additional costs associated with these services (i.e. registration fee, application fee, transcript fee, etc).

16.3 **TAB 3 - Application Process**

16.3.1 Explain your institution's application requirements and timeline. Include dates for any applicable special programs.

16.3.2 Are potential Participants able to complete coursework toward certification without being enrolled in a degree program?

16.3.3 Are Participants able to apply completed coursework toward graduate course requirements?

16.4 **TAB 4 - Coursework and Additional Services**

16.4.1 Coursework

16.4.1.1 Of the services listed in Item #4 Scope of Services, which do you currently offer and how frequently?

16.4.1.2 What additional services and/or coursework do you currently offer?

16.4.1.3 Which delivery formats are they presented?

16.4.1.4 Provide details of when courses are available. (i.e., Fall, Winter, Spring, Summer Semesters)

16.4.2 Praxis Core Assessments

16.4.2.1 What resources outside of the coursework do you offer to assist Participants in preparing for the Praxis Assessment?

16.4.2.2 How frequently are the resources offered?

16.4.2.3 Which delivery formats are they provided?

16.4.2.4 Are there additional costs to utilize the available resources?

16.4.2.5 Is successful Praxis completion required for graduation or program completion?

16.4.3 edTPA

Describe what coursework and/or resources you have in place or are developing to

prepare teachers for the new assessment requirement.

16.4.4 Cohort

16.4.4.1 Describe your institution's cohorts. Provide what guidelines must be met to establish a new cohort.

16.4.4.2 Are university personnel available to conduct classes in a designated Harford County Public Schools facility? If so, what specific requirements must be met to establish this arrangement?

16.4.4.3 Which instructional delivery models will be offered to established cohorts? (i.e., virtual, in-person, hybrid; if virtual, synchronous or asynchronous)

16.4.4.4 Are cohorts closed or are Participants allowed to enter the program to take the needed coursework?

16.4.4.4 Additional Services - Describe what additional resources, programs or support do you currently offer Participants working towards state certification.

16.5 **TAB 5 - Requirements expected of HCPS**

Please provide any requirements/responsibilities of HCPS staff and facilities.

16.6 **TAB 6 – References**

16.6.1 Provide a minimum of three (3) reference letters from clients that your institution has provided or is providing services similar in scope to the RFQu. HCPS reserves the right to ask for additional references.

16.6.2 Reference letters shall be current, dated within one (1) years of this request.

16.6.3 The reference from the client must be provided on their letterhead, and include details regarding your institution's role, level of service provided, etc.

16.6.4 One (1) reference from Harford County Public Schools may be considered.

16.6.5 Please include current contact information for all references, including name, phone number, and e-mail address.

16.7 **TAB 7 - Required Documents**

16.7.1 Conflict of Interest Disclosure Form

16.7.2 State of Maryland Anti Bribery Affidavit

16.7.3 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

16.7.4 Provide a sample Certificate of Insurance to verify coverage.

SIGNATURE SHEET
(To be submitted with Proposal)

I/We agree to provide the services in accordance with the accompanying requirements and all conditions, provisions, attachments, and any addenda to this RFQu.

Company	Authorized Representative (print)
Address	Signature
Address, continued	Title (print)
Name of Firm's Contract Administrator	Phone Number of Authorized Representative
Phone Number of Firm's Contract Administrator	E-mail Address of Authorized Representative
E-mail Address of Firm's Contract Administrator	Federal I.D. Number

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

ATTACHMENTS (All items listed below must be submitted with each Proposal)

1. Conflict of Interest Affidavit and Disclosure
2. State of Maryland Anti-Bribery Affidavit
3. Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
4. Partnership Agreement (Sample - Does not need to be completed and submitted - For Review Only)

Request for Qualifications
RFQu # 26-DS-010
Institute of Higher Education Partnerships

PROPOSAL DOCUMENTS REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the proposal package.

Harford County Public Schools

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.

(b) Prior to commencement of any work, the Contractor agrees to notify the Procurement Agent immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.

(c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Procurement Agent. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Agent, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Procurement Agent of any contrary action to be taken.

(d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Procurement Agent, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

HARFORD COUNTY PUBLIC SCHOOLS

Dyann R. Mack, Ed.D., Interim Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted, in writing or under oath, acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe, or any other offense enumerated in Section 16-203 of the State Finance and Procurement Article (S.F.) of the Maryland Code, or civil antitrust violations under the laws of any state or federal government.

3. (On the line below and using additional attachments as necessary, state *"none"* or, as appropriate, list any conviction, plea, or admission described in Paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

   _____

4. I affirm that neither I, the above firm, nor any person or entity who has an ownership or beneficial interest in the firm, nor any of its officers, directors, partners, employees, or subcontractors, is currently suspended or debarred from participation in any public contract in the State of Maryland or federally.

5. I further affirm that neither I nor the above firm will knowingly enter into a contract or subcontract with a person or entity that is suspended or debarred from public contracting under State or federal law.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____
Signature Witness

_____
Date

HARFORD COUNTY PUBLIC SCHOOLS

Dyann R, Mack, Ed.D., Interim Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, and the Maryland State Finance and Procurement Code, Title 16, Subtitle 3.

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local public department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) False certification may subject the participant to contract termination, suspension, debarment, and other remedies available under Maryland State law and school system policies.

_____

Name and Title of Authorized Agency/Organization Representative

_____ _____

Signature Date

_____

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

HARFORD COUNTY
PUBLIC SCHOOLS

Dyann R. Mack, Ed.D., Interim Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org

PARTNERSHIP AGREEMENT
Between
HARFORD COUNTY PUBLIC SCHOOLS
And
(IHE)

This PARTNERSHIP AGREEMENT (PA) is made and entered into by and between **Harford County Public Schools "HCPS"**, and **IHE NAME "AKA or Partner"**, located at , each referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, "Partner" is an accredited institution, with approved academic programs that support HCPS employees pursuing degrees in education and/or requirements for Maryland State Department of Education (MSDE) certification.

WHEREAS, HCPS desires to support the recruitment, development, and retention of a highly qualified and diverse educator workforce by providing tuition reimbursement for eligible HCPS employees who enroll in approved programs offered by Partner and who successfully complete coursework with satisfactory grades.

WHEREAS, the Parties intend that this partnership will be available to current HCPS employees, including but not limited to conditionally certified teachers and other staff seeking initial certification, additional certification, or advanced degrees in education or related fields approved by HCPS (hereafter referred to as "Participants").

WHEREAS, the Parties wish to establish a structured process through which eligible HCPS employees may apply to and be admitted into Partner's academic programs, register for HCPS-approved coursework, and receive tuition reimbursement from HCPS consistent with HCPS policies and funding availability.

NOW, THEREFORE, in consideration of the mutual promises contained in IHE's response to RFQu# 26-DS-010, attached hereto as **Exhibit 'A'**, and other good consideration, the receipt and sufficiency of which are hereby acknowledged, HCPS and IHE, hereby agree as follows:

I. HCPS Responsibilities:

1. Advertise and promote the Partner's program(s) to eligible Participants.

2. HCPS will determine the number of eligible program Participants and provide the Partner with a finalized roster each semester.

3. Follow the billing procedure mutually agreed upon by the Parties, as detailed in **Exhibit 'A'**. HCPS' obligation to reimburse tuition is limited to its then-current reimbursement rate and contingent on annual budget appropriation and Board of Education approval. HCPS has no obligation to pay tuition or fees beyond the reimbursement rate and approved courses identified in **Exhibit 'A'** and any balance is solely between Partner and Participant.

4. Payment Terms, NET 30, upon receipt of approved invoices and official transcript/official grade reports, for those Participants who have successfully completed courses with a grade of C or better (for undergraduate courses) and B or better (for graduate courses), at the end of each semester, for each Participant.

SAMPLE

II. IHE Responsibilities:

1. Offer requested courses, as set forth in section ## of **Exhibit 'A'**. The tuition for the programs is set forth in section ## of **Exhibit 'A'**.

2. Partner will notify HCPS in writing if it is unable to run a course or cohort and will work with HCPS to identify alternatives for affected Participants.

3. Partner shall obtain written authorization from each Participant that satisfies all applicable requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations. Such authorization shall expressly permit Partner to share with HCPS all information reasonably necessary for HCPS to verify course enrollment, successful completion, and eligibility for tuition reimbursement under this PA. Partner shall maintain copies of all such written authorizations for the duration of this PA and for at least three (3) years thereafter.

4. Provide HCPS with a list of Participants admitted and registered into the program, for each Participant.

5. Submit an electronic copy of the grade roster and official transcript/official grade reports for those Participants who successfully complete the courses with a grade of C or better (for undergraduate courses) and B or better (for graduate courses) accompanied by an invoice for payment to HCPS at the end of each semester, for each Participant.

6. Submit an invoice in the amount of the school system's reimbursement rate of $900.00 per three (3) credit course, or current reimbursement rate as determined by an Addendum of or modification to this PA in accord with Section VI. Along with the invoice, include the official transcript/official grade reports directly to HCPS for all Participants.

7. Partner will confirm that Participant complete each course in the cohort with a grade of C or higher (for undergraduate courses) and B or better (for graduate course) to qualify for reimbursement from HCPS. Partner will be responsible for collecting payments from any Participant who does not complete each course or earn the requisite grades.

8. Partner will provide Participants with their withdrawal policies.

9. Partner shall be responsible for professional and technical accuracy of its work furnished under this Agreement.

10. Partner retains all Intellectual Property Rights to course materials offered to HCPS Participants.

III. Insurance

1. IHE is self-insured in accord with the provisions of the Maryland Tort Claims Act. IHE is solely responsible for any IHE Insurance, including but not limited to general comprehensive liability workers compensation insurance regarding the fulfillment of this Partnership Agreement.

2. Subject to any limitations imposed by law, the Parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this PA, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions.

3. Except as otherwise specified herein, nothing in this PA shall be construed to create any relationship between Parties other than that of independent entities cooperating solely for the purpose of providing courses for HCPS eligible Participants. Under RFQu 26-DS-010, it is mutually understood and agreed that each Party, including their employees, officers, or agents are acting and performing as independent contractors under this PA. Neither Party has, nor shall

have, control over or direction of the other, including acts of omission or commission, by their employees, officers, and agents acting under this PA.

4. Insurance or self-insurance provided to HCPS and its elected and appointed officials, officers, employees, and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage, or indemnity available to HCPS and its elected and appointed officials, officers, employees, and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to HCPS and its elected and appointed officials, officers, employees, and authorized volunteers as specified herein.

IV. Compliance with the Law

1. Partner hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time -to- time hereafter, may be necessary to remain so qualified.

2. Partner shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement.

3. Partner must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this Agreement.

4. Partner must notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Agreement.

5. The Parties agree to comply with all federal, state and local laws and regulations, applicable to the services to be provided under this PA, including but not limited to: (a) all legal requirements regarding protection of student privacy, including but not limited to the Family Educational Rights and Privacy Act (FERPA); (b) all legal requirements prohibiting discrimination against any person on the basis of race, color, national origin, religion, age, gender, marital status, socio-economic status, sexual orientation, physical characteristics or disability, and to require all of their employees, agents, and contractors to follow the same nondiscrimination policies.

V. Term

The initial term of this Partnership is from _____ _____, 2026 through the end of the Partner's Spring Semester in 2028. Thereafter, this Partnership shall automatically renew for successive two-year periods (renewal term), unless either Party provides written notice of its intent not to renew to the other Party, no later than ninety (90) days (approximately March 1st) prior to the expiration of the initial term or the then-current renewal term. The initial term and all renewal terms are collectively referred to as the "term". This Partnership Agreement shall continue in force perpetually under these terms, subject to timely termination. Modifications to the PA must be in writing, have a specified effective date, and must be signed by both parties.

VI. Additional Terms

1. Termination: Either party may terminate this PA for any reason or no reason by giving written notice to the other party ninety (90) days in advance of the termination. HCPS may terminate immediately (or on shorter notice) for material breach by Partner, including failure to maintain accreditation, required approvals, or insurance. Upon receipt of termination, the Parties will cease all activity under the PA. To the extent feasible, the termination of this PA shall not take effect with regard to any Participants currently enrolled in the Program described in this PA until such students have completed their Program.

2. Assignment: This PA and the rights and responsibilities of the Parties hereunder shall not be assigned without the express written consent of the other Party. Any attempted assignment without such consent shall be null and void.

3. No Third-Party Beneficiary: It is not the intent of either party to this PA to create any benefit for any third party.

4. Waiver and Amendment; Interpretation: This PA may only be waived or amended in writing signed by both Parties.

5. No Partnership or Agency: This PA shall not create a partnership, joint venture, or other entity involving joint action for profit, nor is either party an agent of or for the other.

6. Notice: A notice or other communication under this PA shall be sufficiently given or delivered if sent via email from one of the following email addresses of the sending party to all the email addresses of the receiving party:

   To the Partner:

   Name: _____

   Email Address: _____

   Name: _____

   Email Address: _____

   To HCPS:

   Rebecca Spencer, Supervisor of Teacher Preparation & Professional Development, Rebecca.Spencer@hcps.org

   With a copy to: Denise Semenkow, Denise.Semenkow@hcps.org

7. The delay or failure of performance by either party shall not constitute a breach of this PA, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this PA shall be immediate termination.

8. If any part, term or provision of this PA shall be held void, illegal, unenforceable or in conflict with any law or a government having jurisdiction over this PA, the validity of the remaining portions or provisions shall not be affected.

9. Separation of Participant from HCPS: If a Participant separates from employment with HCPS during an academic term (Winter, Spring, Summer, or Fall), the Participant will receive the program tuition under this Agreement for all courses in which the student has enrolled for the remainder of the academic term in which the employee separated and will cease receiving the program tuition for any future academic term in which the student enrolls.

VII. Governing Law

This PA shall be governed by and construed in accordance with the laws of Maryland, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceedings arising out of or related to the PA shall be in the Circuit Court for Harford County or the United States District Court for the District of Maryland, Northern Division.

IX. Confidentiality of Student Educational Records

1. To the extent permitted by law, the Parties agree to treat personally identifiable information contained in a Participant's educational records as confidential and will not release such

information to third parties without the written consent of the candidate whose educational records are sought.

2. Each party shall adhere to the data-sharing provisions of this PA including those incorporated herein and made a part of this PA as Appendix A, as well as all laws and regulations governing student privacy.

X. Entire Partnership Agreement

This Partnership Agreement, including the RFQu documents, exhibits and attachments, contains the entire agreement between the Parties and, except as otherwise expressly provided, supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to its subject matter. No waiver, alteration, or modification of any provisions of this PA shall be binding unless evidenced by written agreement signed by duly authorized representatives of the Parties.

XI. Counterparts and Electronic Signatures

This PARTNERSHIP AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be original, and all such counterparts shall constitute one and the same instrument. To the fullest extent permitted by applicable law (including, but not limited to, Federal Electronic Signatures in Global and National Commerce Act and the Maryland Uniform Electronic Transactions Act), Partner and HCPS agree that

- this PA may be electronically signed,
- an electronic signature to this PA shall be as effective as a handwritten signature for purposes of validity, enforceability, authentication, and admissibility, and
- an electronic record of this PA shall be as effective as a paper record for purposes of authentication and admissibility.

IN WITNESS WHEREOF, the Parties hereby execute this PA as of the last date set forth below

IHE	**HARFORD COUNTY PUBLIC SCHOOLS**
_____	_____
AUTHORIZED SIGNATURE	**AUTHORIZED SIGNATURE**
_____	Dyann R. Mack, Ed.D.
PRINTED NAME	**PRINTED NAME**
_____	Interim Superintendent of Schools
TITLE	**TITLE**
_____	_____
DATE	**DATE**
	_____
	AUTHORIZED SIGNATURE
	_____
	PRINTED NAME
	Board President
	TITLE
	_____
	DATE