



**COLLABORATION AGREEMENT
AMONG
ARIZONA STATE UNIVERSITY,
BE A LEADER FOUNDATION
AND
XXX PUBLIC SCHOOLS**

This Collaboration Agreement ("Agreement") is entered into as of January ____, 2020 (the "Effective Date") and is by and among the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), Be a Leader Foundation, an Arizona non-profit corporation ("BALF"), and XXX ("District"). ASU, BALF and District are referred to individually herein as a "Party" and collectively as the "Parties".

RECITALS

A. ASU established Access ASU for the purpose of creating collaborative relationships between ASU and schools throughout Arizona. Through these collaborative relationships, ASU leverages its resources for the benefit of participating schools. These resources are limited to schools, families, teachers, and students.

B. BALF was established to support underrepresented students in targeted high school districts to achieve postsecondary success. Through collaborative relationships with school districts, BALF leverages its resources for the benefit of participating schools. These resources are limited to schools, families, teachers, and students.

C. The Bill & Melinda Gates Foundation has awarded ASU and BALF a Network for School Improvement grant (NSI) (the "Grant"), renewable for up to five years. The primary objective of the Grant is to increase the well-matched postsecondary enrollment rates for Black, Latino and low-income students in the 23 targeted high schools within Tolleson Union High School District, Phoenix Union High School District, and Mesa Public Schools. Additional objectives are focused on increasing FAFSA completion as well as enrollment and attendance at a well-matched postsecondary institution.

D. In furtherance of the Grant, the Parties are entering into this Agreement to set forth the terms and conditions governing their collaborative relationship.

AGREEMENT

1. Term and Termination.

(a) The term of this Agreement (the "Term") will begin on the Effective Date and end on June 30, 2024. A Party may earlier terminate this Agreement, with or without cause, upon 30 days advance written notice to the other Parties, with such termination being effective as of the then-current fiscal year.

(b) Without prejudice to any other remedy for breach of this Agreement, upon termination of this Agreement, no Party will be released from any obligations that have accrued prior to the effective

date of such termination. Sections 1, 4, 5, 6, 7, 8 and 11 of this Agreement will survive any expiration or termination of this Agreement.

2. Obligations of ASU and BALF. Subject to the continued receipt of funding under the Grant, ASU and BALF will provide the following in support of the collaborative relationship with the District during the Term of this Agreement:

(a) Educational support at the District's collaboration schools as of the effective day of the contract through June 2024.

(b) Conduct appropriate background checks for all ASU and BALF employees acting as Grant staff, including the fingerprinting requirements of Arizona Revised Statutes ("A.R.S.") Section 15-512, where applicable.

(c) Provide the administration and other appropriate staff of the collaboration school with postsecondary planning and continuous improvement (CI) support and professional development services consistent with the Grant's requirements.

(d) Comply with Section 4 of this Agreement and with the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA") with respect to the dissemination and disposition of educational records.

(e) Supervise student activities consistent with District and school expectations.

(f) Coordinate activities with existing District programs, when possible.

(g) Cooperatively plan effective interventions and enrichments in coordination with the CI process.

(h) Cooperatively plan school-site parent involvement strategies in conjunction with District approved criteria.

(i) Conduct all school-site support activities consistent with District policies and regulations.

(j) Provide any necessary financial support to develop and carry forward college-going initiatives and program objectives.

(k) As fiscal agent, ASU will safeguard all Grant funds and use such funds strictly for the purposes specified in the Grant and this Agreement. ASU and BALF will maintain accounting records in accordance with all applicable financial standards and audit requirements.

(l) ASU will direct its student staff members to sign and deliver to the Student Information Confidentiality Agreement in the form attached hereto as **Exhibit A**.

(l) To further NSI activities within the District, ASU as the fiscal agent of the Grant, will make the following funds available to the District on an annual basis as funds are made available by the Bill & Melinda Gates Foundation. Period one funds will be disbursed once School Working Groups have

been formalized for all participating District schools. Subsequent period funding will be dispersed annually contingent on the continued operations of the School Working Groups through the Grant term.

(i) \$3,000 for the District's National Student Clearinghouse subscription

(ii) \$7,500 for stipends to support counselor professional development

(iii) \$15,000 for college-going activities in support of the NSI during period one (through June 30, 2020) and \$30,000 annually thereafter

3. Obligations of District and Collaboration School(s). The District will, and will ensure that its collaboration school(s), provide the following in support of its collaborative relationship with ASU and BALF during the Term of this Agreement:

(a) Support Grant activities to the extent they are consistent with the District's goals and guidelines.

(b) Ensure that ASU and BALF have access to facilities and essential equipment to carry out the essential aspects of the Grant program including space for workshops, individual student advisement, family engagement, and other activities.

(c) Designate contact persons for each site, as well as a District representative to coordinate and collaborate with Grant staff.

4. Privacy; Educational Records.

(a) The U.S. Department of Education's Family Policy Compliance Office has recognized that public school districts can designate other entities, including vendors and consultants, as "school officials". The District has determined that persons acting pursuant to this Agreement perform a special task for the benefit of the students and/or families of the District and may be granted access to educational records. Identified ASU and BALF staff members are hereby designated as "school officials" for purposes of this Agreement in order to receive limited access to educational records of students who are eligible under the parameters of the Grant.

(b) ASU and BALF have requested to receive view-only Synergy access to personally identifiable information of the District's eligible students for the purposes of supporting students with FAFSA completion, the college application and enrollment process, and a comprehensive evaluation of the effectiveness of the strategies developed among school working teams. The District will provide designated ASU and BALF staff members access to specific data on eligible students for the purpose of college going efforts and collaboration regarding postsecondary education including the following: student name, contact information, date of birth, race/ethnicity, gender, Free and Reduced Lunch status, student ID number, GPA, class rank, credits earned, school, ACT data, attendance (tardy, excused, unexcused, suspensions), McKinney-Vento status, and IEP and ESS flags, and Summons access. ASU and BALF agree to maintain all records in a secure database through the duration of the Agreement.

(c) ASU and BALF will use student educational records received under this Section solely to accomplish their obligations under the Grant and this Agreement and solely in a manner and for

purposes consistent with the terms and conditions of this Agreement and District policies and procedures.

(d) As part of the obligations of the Grant, the Bill & Melinda Gates Foundation have engaged Double Line to undertake the comprehensive evaluation of the Grant-supported services. The District agrees to allow ASU and BALF to share non-identifiable, student-level data with Double Line, the external evaluator. ASU and BALF will at all times maintain and dispose of the records in accordance with FERPA and any applicable Arizona law.

5. Insurance Requirements.

(a) Each Party will, at its expense, procure and maintain during the Term of this Agreement a policy of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000), single limit, against claims for bodily injury, death and not less than one hundred thousand dollars (\$100,000) for property damage occurring in connection with this Agreement. Each Party may satisfy these insurance requirements by maintaining equivalent self-insurance.

(b) For purposes of the foregoing, ASU and its officers, agents and employees are covered against liability, workers' compensation, and property damage through the State of Arizona, Arizona Department of Administration, Risk Management Section's program of self-insurance for acts or omissions while acting in authorized governmental or proprietary capacities and in the course and scope of employment or authorization. Such coverage is provided in accordance with and subject to the provisions of A.R.S. § 41-621 *et seq.*

6. Intellectual Property.

(a) "Intellectual Property" means any invention or design, whether or not protectable by patent, trademark, trade dress, including but not limited to processes, hardware, products and methods, together with any data, and any know how, trade secret and other intellectual property (including Works). Any Intellectual Property that the District (including its employees) conceives or makes during and as a part of the District's performance under this Agreement will be "Project Intellectual Property".

(b) Any data, writings, reports, designs, software, computer files, models, drawings and derivative works, supplemental works or other works (each, a "Work" and collectively, "Works") prepared by the District (including its employees and other personnel) for ASU or under ASU's direction under this Agreement and falling within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101 *et seq.* will be deemed an ASU "work made for hire." To the extent any Work may not be deemed to be a "work made for hire", such Work shall be produced by the District for ASU's benefit and is intended to become ASU's property and the District hereby assigns, transfers and releases all of the District's rights (including copyright and "moral rights") in and to all such Work to ASU.

(c) Project Intellectual Property will be the exclusive property of ASU and the District hereby assigns, transfers, and releases to ASU all of the District's rights in and to all Project Intellectual Property free and clear of any lien, encumbrance or any other right or interest of any other person. The District warrants that the District has the authority to cause its employees to assign to the District for assignment to ASU or, at ASU's direction, directly to ASU any interest they may have in Project Intellectual Property. The District will cause its employees to execute appropriate documents for the

District to fulfill its obligations in this Section. ASU will be charged no fee for the assignments and assistance, although ASU will pay the District's reasonable out-of-pocket costs for such assistance.

7. Advertising, Publicity, Names and Marks. No Party will do any of the following without, in each case, the prior written consent of the other Parties: (i) issue a press release or public statement regarding this Agreement; or (ii) represent or imply any endorsement or support of any product or service on the part of the other Parties in any public or private communication. No Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other Party(ies) ("Marks") for any reason, including online, advertising, promotional purposes, or any form of publicity, without the prior written permission of the Party that owns the Marks in each instance. Use of any Party's Marks must comply with the owning Party's requirements, including using the ® indication of a registered trademark where applicable.

8. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

9. Notices.

(a) All notices, requests, demands and other communications hereunder will be given in writing and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent to the Parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by commercial overnight courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to ASU:

Arizona State University
300 East University Drive, Suite 210
Tempe, Arizona 85281
Attention: Edmundo Hidalgo
E-mail: _____
Phone: (480) _____

If to District:

XXX
XXX
XXX
Attention: Dr. XXX
E-mail: _____
Phone: (480) _____

If to BALF:

Be a Leader Foundation
1715 West Northern Avenue, Suite 104
Phoenix, Arizona 85021
Attention: Melissa Trujillo
E-mail: _____
Phone: (480) _____

(b) If personally delivered, such communication will be deemed delivered upon actual receipt; if sent by electronic transmission, such communication will be deemed delivered the next business day after transmission, and sender will bear the burden of proof of delivery; if sent by overnight courier, such communication will be deemed delivered upon receipt as evidenced in writing; and if sent by U.S. mail, such communication will be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service. A Party may change its address for notice

and the address to which copies must be sent by giving notice thereof in accordance with this Section. Any notice to be given by either Party may be given by legal counsel for such Party.

10. General Terms and Conditions.

(a) Entire Agreement; Severability. This Agreement contains the entire understanding among the Parties concerning the subject matter of this Agreement and supersedes any and all prior understandings, agreements, representations, and warranties, express or implied, written or oral, among the Parties concerning the subject matter of this Agreement. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement will remain in full force and effect and will be binding upon the Parties.

(b) Amendments and Waivers. No waiver, amendment or modification of this Agreement will be valid or binding unless written and signed by the Parties. Waiver by a Party of any breach or default of any clause of this Agreement by another Party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

(c) Assignment. No Party will assign or transfer any interest in this Agreement without the prior written approval of the other Parties. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this Agreement will be binding upon the permitted successors and permitted assigns or other permitted transferees of the Parties.

(d) Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each Party waives any objection it may now or hereafter have to venue or to convenience of forum.

(e) Force Majeure. No Party will be in default hereunder by reason of its delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by or results from acts of terrorism, strikes, acts of God or the public enemy, riots, or interference by civil or military authorities.

(f) Relationship of the Parties. Each Party is an independent contractor and is independent of the other Parties. Under no circumstances will any employees of one Party be deemed the employees of any other Party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship among the Parties of any kind or nature. This Agreement does not create any fiduciary or other obligation among the Parties, except for those obligations expressly and specifically set forth herein. No Party will have any right, power, or authority under this Agreement to act as a legal representative of any other Party. No Party will have any power to obligate or bind the other Parties or to make any representations, express or implied, on behalf of or in the name of the others in any manner or for any purpose whatsoever contrary to the provisions of this Agreement.

(g) Employees. Neither District nor any personnel of District will for any purpose be considered employees or agents of ASU or BALF. Neither ASU nor any personnel of ASU, including ASU student staff members, will for any purpose be considered employees or agents of District or BALF. Neither BALF nor any personnel of BALF, will for any purpose be considered employees or agents of District or ASU.

Each Party assumes full responsibility for the actions of its personnel and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits.

(h) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person or entity, other than the Parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under or by reason of this Agreement.

(i) Recitals and Exhibits. All recitals herein, and all exhibits attached hereto and referred to herein, are integral and material parts of this Agreement.

11. University and State Required Provisions.

(a) Nondiscrimination. The Parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

(b) Conflict of Interest. If within 3 years after the execution of this Agreement, the District or BALF hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in A.R.S. § 38-511.

(c) Arbitration. The Parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133. A.R.S. § 12-1518 requires this provision in all ASU contracts.

(d) Failure of Legislature to appropriate. In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to the District and BALF and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

(e) Responsibility. Each Party is responsible for the negligent or willful acts or omissions of itself and of its employees and agents when acting under such Party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of this Agreement or any other document: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in PUR 202-01.

(f) Records. To the extent required by A.R.S. § 35-214, the District and BALF will retain all records relating to this Agreement. The District and BALF will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the Term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to the District and BALF.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

**THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY**

XXX

By: _____

James Rund, Senior Vice President for
Educational Outreach and Student
Services

By: _____

Peter Lesar, Superintendent

Date: _____

Date: _____

BE A LEADER FOUNDATION

By: _____

Melissa Trujillo, CEO

Date: _____

EXHIBIT A

Student Information Confidentiality Agreement

XXX Public Schools ("District"), the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), and the Be A Leader Foundation ("BALF") have entered into a Collaboration Agreement ("Agreement") regarding the implementation of certain programs to support and mentor high school seniors ("Program"). To implement the Program, the District will provide designated ASU and BALF staff members access to certain student information that is protected from unauthorized disclosure by the Family Educational Rights and Privacy Act and its implementing regulations ("FERPA") and District Policy JO – Student Records (the "Student Information"). ASU, BALF and the District agree that the Student Information and any other record, information or data that contains personally identifiable information of a District student received or collected by ASU, BALF and/or their staff members will be governed by the following terms and conditions of this Student Information Confidentiality Agreement:

1. The term of this Student Information and Confidentiality Agreement shall be concurrent with the term of the Agreement. Any extension of one shall extend the term of the other. ASU and BALF's obligations under paragraphs 4 and 5 below shall survive the termination or expiration of the Agreement and this Student Information and Confidentiality Agreement.
2. ASU and BALF acting through their authorized representatives, are independent contractors performing institutional services for the District. ASU and BALF shall designate, and amend such designations as necessary, their authorized representatives for the purposes of this Student Information and Confidentiality Agreement by letter to the District. Based on this relationship, the District shall permit authorized representatives of ASU and BALF to carry out the responsibilities of a "school official," as defined in FERPA and District Policy JO – Student Records, for the purpose of implementing the Program. Nothing in this paragraph authorizes the sharing or use of the Student Information for any purpose other than completing ASU and BALF's work under the Agreement.
3. The District shall provide ASU's and BALF's authorized representatives the following items of Student Information:

Student Name, Contact Information, Date of Birth, Race/Ethnicity, Gender, Free and Reduced Lunch Status, Student ID Number, GPA, Class Rank, Credits Earned, School, ACT Data, Attendance (tardy, excused, unexcused, suspensions), McKinney-Vento Status, and IEP and ESS Flags

The District shall not provide to ASU and BALF, and ASU and BALF shall not seek to access, any other record, information or data that contains personally identifiable information of a District student without prior written authorization of the District.

4. The District shall remain owner of the Student Information at all times. ASU and BALF and their staff members shall not disclose, discuss, or transfer the Student Information to any third party or person who is not a party to this Student Information Confidentiality Agreement.
5. ASU and BALF shall destroy the Student Information and all copies thereof within six months following the termination of the Agreement.