

ASU UNIVERSAL LEARNER COURSE AGREEMENT

This ASU UNIVERSAL LEARNER COURSE AGREEMENT (“Agreement”) dated as of November 8, 2022 (“Effective Date”) is by and between St. Joseph Catholic Academy (“ENTITY”) and the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) (individually referred to as a “Party” and collectively as the “Parties”).

A. PURPOSE:

1. The purpose of this Agreement is to facilitate learner (“Eligible Student”) enrollment in the ASU Universal Learner® courses at ASU (the “Program”).
2. A list of available Program courses of study (individually, a “Course” and collectively, the “Courses”) can be found at <https://ea.asu.edu/courses> (the “Online List”). ASU may update the Online List to add or remove Courses. Each updated Online List will supersede any previous Course offerings within the Program.

B. THE PROGRAM:

1. The Program will officially begin November 8, 2022 and will continue through the end of December 31, 2023, unless this Agreement is modified or terminated earlier as set forth below.
2. Eligible Students who would like to take advantage of the Program must utilize the designated portal specific to ENTITY to enroll in the Program.
3. Eligible Students who complete courses will only have the ability to convert grades of “C” or higher for academic credit.
4. ENTITY and ASU will work together to facilitate Eligible Student enrollment and utilization of the Courses.
5. ENTITY and ASU agree to the following requirements:
 - a. Eligible Students who would like to take a Course must utilize the designated portal provided by ASU to enroll.
 - b. All Eligible Students who are learners in the Program Courses are subject to ASU's policies related to Courses.

C. PAYMENT PROVISIONS: The Program will be operated under the following payment parameters (Choose One):

1. Standard ULC Structure:
 - i. Payment for Credit-Eligibility. **Please choose one:**
 1. ENTITY will pay for the \$25 verification fee for each course(s) a learner takes.
 2. Eligible Students will pay the \$25 verification fee for each course(s) a learner takes.
 - ii. Students wishing to get ASU college credit must be enrolled in the Course. Credit Conversion Fee includes (choose one):
 1. ENTITY will pay the \$400 credit conversion fees for the Program Courses.

2. Eligible Students will pay the credit conversion fees for the Program Courses.
2. Consolidated pricing for Verification and Credit Conversion
 - i. ENTITY will be billed at a rate of \$250 per enrollment after the 21st day from course start date for instructor-paced courses and after the 21st day from course enrollment for self-paced courses
3. **Cost-Reimbursement.** ENTITY will follow all local laws and regulations regarding collecting fee reimbursements from learners. ENTITY is responsible for collecting reimbursements from its learners.
 - i. If ENTITY is collecting reimbursement, ENTITY may not collect a reimbursement amount higher than that owed to ASU, for example:
 - i. If ENTITY is collecting reimbursement from the learner for the consolidated model, reimbursement amount cannot exceed \$250.
 - ii. If ENTITY is collecting reimbursement from the learner for the standard price model, reimbursement amount cannot exceed \$25 for registration and \$400 for credit conversion.
4. **No Assignment of Tuition or Fee Revenue.** For the avoidance of doubt, nothing herein shall be interpreted as an assignment by ASU to Company of any tuition paid to or received by ASU, and all tuition and fee revenues are and remain subject to the liens and encumbrances on tuition in connection with ASU's system revenue bonds; provided that (i) the foregoing shall not affect any requirement for ASU to pay the Company pursuant to this Agreement or any related SOW, and (ii) the amounts due from ASU to Company shall not be reduced due to (or at the time paid, subject to) any liens or encumbrances on tuition in connection with ASU's system revenue bonds.

D. PROGRAM DETAILS

1. Which of the following supports will ENTITY provide to students (Check all that apply)?
 - Students complete ULCs in classroom lab setting with staff support;
 - Students complete ULCs in a cohorted classroom with teacher support;
 - Students have access to tutoring support;
 - Students complete ULCs independently and are provided no extra academic support by partner;
 - Other (describe):
2. How is ENTITY planning to provide credit to students upon completion of the ULC course (Check all that apply)?
 - Intent to provide high school credit/grade;
 - Intent to provide certificate of completion;
 - Intent to provide no credit or certificate, students are taking the course solely for ASU credit

- Other (describe):

E. ENTITY RESPONSIBILITIES

1. ENTITY will announce the availability of the Program and communicate and promote the benefits of the Program to all of its Eligible Students. ENTITY will provide opportunities for ASU to access the Eligible Students for communication regarding and promotion of the Program, as appropriate.
2. ENTITY will provide ASU with the estimated projections for Eligible Student enrollment to allow ASU to provide an improved experience for all Eligible Students.
3. ENTITY will verify the eligibility of Students to ASU and provide reasonable notice to ASU before the applicable academic session when such persons are no longer Eligible Students.
 - i. If a custom url link is being utilized as a learner registration method, Entity is responsible for verifying learners. The custom url is not secure and will allow anyone with the custom url link to register. The Entity is responsible for verifying learners at least once per term, before invoices are sent out on the agreed upon schedule.
4. ENTITY will designate a liaison to work with ASU on the administrative aspects of the Program.
5. ENTITY will provide Eligible Student support during the Program and will act as the primary point of contact for all Eligible Students and any school enrollment, academic support, or other related matters to the Program. ENTITY will be responsible for engaging ASU, as may be appropriate in the circumstances, to resolve the particular matter.
6. ENTITY will not participate in “upselling” of courses unless outlined elsewhere in this Agreement.
7. ENTITY will respond to all communications in a timely manner, including but not limited to invoices, and notify ASU immediately regarding changes in contact information.

F. ASU RESPONSIBILITIES

1. ASU will provide institutional guidance, academic instruction and oversight for the Program.
2. ASU will designate a liaison to work with ENTITY on the administrative aspects of the Program.
3. ASU will provide designated administrators for ENTITY a report that contains individual assignment grades, current grade, and final grade.

G. TERM. This Agreement shall begin on the Effective Date and expire on Decembere 31, 2023 (the “Term”), unless extended in writing by the Parties. The Program and Program payments due will continue for the Eligible Students enrolled in the Program prior to the termination of this Agreement.

H. ANNOUNCEMENTS; PROMOTION. The Parties will announce and promote the

Program as part of their outreach and public relations efforts. Neither Party will issue a press release, public statement, advertisement or announcement regarding this Agreement or the Program, or use the logos or trademarks of the other Party, without the prior input and written consent, signed by an authorized signatory of the other Party. Use of either Party's marks must comply with the owning Party's trademark standards and guidelines, including using the "®" indication of a registered trademark where applicable.

- I. PRIVACY; EDUCATIONAL RECORDS. FERPA**The U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA") requires that ASU not disclose personally identifiable information ("PII") from a student's education records without written consent from the student, except as otherwise provided by law. For those circumstances under which Entity appropriately fills the role of a School Official as that term is defined under FERPA, ASU may designate Entity as a School Official and may disclose PII from education records in accordance with 34 C.F.R. § 99.31(a)(1)(i)(B). Entity agrees to comply with all FERPA criteria applicable to School Officials, including by remaining under ASU's direct control with regard to the use and maintenance of the education records. In the event that Entity does not meet the definition of a School Official, ASU will disclose to Entity the appropriate PII from a student's education records only upon proof, to be furnished by Entity or its representative that the student has consented to the disclosure. Such consent must satisfy the requirements of 34 C.F.R. § 99.30. If Entity violates the terms of this section, Entity shall immediately provide notice of the violation to ASU. Entity agrees to act in accordance with the requirements of FERPA, including 34 C.F.R. 99.33(a), which governs the use and re-disclosure of PII from education records, and ASU's FERPA Policy, SSM 107-01: Release of Student Information, available at <https://www.asu.edu/aad/manuals/ssm/ssm107-01.html> .
- J. MODIFICATION.** Modifications to this Agreement may be made by written modification, signed and dated by authorized officials, prior to any changes taking effect.
- J. TERMINATION.** Either Party, upon ninety (90) days written notice, may terminate this Agreement for convenience before the date of expiration, or upon thirty (30) days' written notice for breach or default of the other Party. Upon termination of this Agreement, the Program will terminate for Eligible Students. ASU may cancel the Program at any time for insufficient enrollment or any other reason.
- K. NOTICES.** All notices, requests, demands and other communications hereunder will be given in writing and will be either: (a) personally delivered or (b) sent to the Party at its addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by commercial overnight courier service. Additionally, a corresponding electronic copy should be sent via email. Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. The respective addresses to be used for all such notices, demands or requests and electronic copies are as follows:

If to ENTITY:

Entity Name: St. Joseph Catholic Academy
Mailing Address: 2901 E. Rancier Ave, Killeen, TX 76543
Attn: Luisa Alvarez
Title: Interim Headmaster
Phone: 254-634-7272
Email: luisa.alvarez@sjc-academy.org
ASURITE ID:
Anticipated ULC enrollment count:

ENTITY ACCOUNT PAYABLE:

Entity Name: St. Joseph Catholic Academy
Mailing Address: 2901 E. Rancier Ave, Killeen, TX 76543
Attn: Christina Constant
Title: Human Resources
Phone: 254-634-7272
Email: christina.constant@sjc-academy.org

If to ASU:

Arizona State University
ASU Learning Enterprise
Enterprise Strategy and Planning
P.O. Box 879508
Tempe, Arizona 85287-9508
Attn: Kimberly Merritt
Email: Kimberly.merritt@asu.edu

L. NAMED REPRESENTATIVE Each Party is naming a liaison who is authorized to act on its behalf in making or obtaining decisions regarding this Agreement. Such named liaison may be changed from time-to time by giving the other Party written notice.

1. **ASU.** ASU's point of contact is Kimberly Merritt, kimberly.merritt@asu.edu
2. **ENTITY.** ENTITY's point of contact is Priscilla Mumphrey priscilla.mumphrey@sjc-academy.org

M. NO THIRD-PARTY BENEFICIARIES This Agreement is not intended to benefit any third Party, nor shall any person who is not now or in the future a Party hereto be entitled to enforce any of the rights or obligations of a Party under this Agreement.

N. FORCE MAJEURE Neither Party shall be liable for failure to perform any obligation under this Agreement if such failure is caused directly by a Force Majeure Event. A "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing, a Force Majeure Event may include, but are not restricted to (a) acts of God or of a public enemy, (b) acts of the Government in either its sovereign or contractual

capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, (i) natural disasters, (j) unusually severe weather; and (k) failure or disruption of utilities or critical electronic systems and (k) acts of terrorism, mass shootings or other emergencies that may disrupt the operations of the campus or facility .

- O. NONDISCRIMINATION.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- P. CONFLICT OF INTEREST.** ASU and ENTITY's participation in this Agreement is subject to Section 38- 511 of the Arizona Revised Statutes, which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU or ENTITY is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other Party to this Agreement in any capacity or a consultant to any other Party with respect to the subject matter of this Agreement.
- Q. NOTICE OF ARBITRATION STATUTES** Pursuant to Arizona Revised Statutes Section 12-1518, the Parties acknowledge and agree, subject to the Arizona Board of Regents' Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.
- R. FAILURE OF LEGISLATURE TO APPROPRIATE.** If ASU's performance under this Agreement depends upon 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 ENTITY and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- S. RESPONSIBILITY.** Each Party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such Party's direction and supervision.
- T. TITLE IX:** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. Partner will (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Partner Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Partner Parties comply with ASU's Title IX Guidance.
- U. APPLICABLE POLICIES.** This Agreement is subject at all times to the policies of the Arizona Board of Regents and ASU.

V. NO WAIVER. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. The failure of either Party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.

W. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, is deemed to be invalid or unenforceable to any extent by an arbitrator or by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, will not be affected thereby and will be enforced to the greatest extent permitted by law, unless a material failure of consideration would result thereby. In addition, such provision will be reformed such that it will be applied to the greatest extent legally enforceable and the Parties hereto agree to be bound thereby.

X. CHOICE OF LAW. This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations 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 consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

Y. ENTIRE AGREEMENT. This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter.

IN WITNESS WHEREOF, the Parties have signed this agreement as of the respective dates below.

FOR: St. Joseph Catholic Academy

Name: Luisa Alvarez

Title: Interim Headmaster

Signature: 

Date: November 8, 2022

FOR: Arizona Board of Regents for and on behalf of ASU:

Name: _____

Title: Vice President _____

Signature: Kimberly Merritt
Kimberly Merritt (Nov 10, 2022 19:03 PST) _____

Date: 11/10/2022 _____