



Governing Board Agenda Item

Meeting Date: August 13, 2026

From: Kristin Reidy, Assistant Superintendent

Subject: ASU Helios Decision Center Collaboration Agreement

Priority: To provide rigorous, relevant, and innovative academics

Consent ☒ Action ☐ Discussion ☐

Background:

The purpose of this ASU Helios Decision Center Collaboration Agreement is to allow the district to share and analyze data associated with other districts that are members of the Greater Phoenix Education Management Council (GPEMC) and the AZ Education Management Council (AZEMC).

In April of 2025, the Marana Unified School District Governing Board approved a Data Sharing Agreement and Statement of Work (SOW) with the ASU Helios Decision Center. The Statement of Work (SOW) is referenced in the Collaboration Agreement and has been included for your review.

Participating districts will collaborate to examine student outcomes in specific areas of interest using the tools provided by the ASU Helios Decision Center for Educational Excellence and the Decision Center's support. This data will assist the District in evaluating the effectiveness of its educational practices, pedagogy, and interventions and allow participating districts to study longitudinal achievement patterns and take actions to improve student outcomes.

This Collaboration Agreement has been approved by the District's legal counsel.

Recommended Motion:

I move that the Governing Board approve the Collaboration Agreement with the Greater Phoenix Education Management Council (GPEMC), the Arizona Education Management Council (AZEMC), the ASU Helios Decision Center for Educational Excellence, and the Marana Unified School District.

Approved for transmittal to the Governing Board:

A handwritten signature in black ink, appearing to read "D. Streeter", written over a horizontal line.

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Kristin Reidy, Assistant Superintendent

Phone: (520) 682-4757

GPEMC/AZEMC and ASU Helios Decision Center
Collaboration Agreement

PURPOSE: the Greater Phoenix Education Management Council (GPEMC) and the AZ Education Management Council (AZEMC) participating Districts will collaborate to examine student outcomes in specific areas of interest using the tools provided by the ASU Helios Decision Center for Educational Excellence and the Decision Center's support.

RECITALS:

- 1) Marana Unified School District is currently an active participant in the Governing Board approved GPEMC/AZEMC Intergovernmental Agreement (IGA) to provide educational management services, programs and activities in a cost-effective and educationally sound manner (IGA effective for the 2023-2028 fiscal years).
- 2) Marana Unified School District is currently an active participant in a Governing Board approved Data Sharing Agreement (DSA) with the ASU Helios Decision Center for Educational Excellence (DSA effective for the 2023-2028 fiscal years).

NOW, THEREFORE, pursuant to the Governing Board authority from the approved agreements identified above, the Marana Unified School District is opting to participate in different reports, tools and visualizations to be developed by the Helios Decision Center for GPEMC/AZEMC participating District use and analysis. The three initial tools/reports available for participation by the District are:

- 1) **Visualization of Student Trajectories and Achievement (Vista).** Using District provided grade 7-12 course taking, grades and other data, participating schools will track student trajectories from middle school, through high school and beyond.
- 2) **Post-secondary Feedback Reports (PSFR).** These reports will provide feedback on how students do in community college and university after graduation.
- 3) **K-8 Outliers Reports.** The K-8 Outliers tool enables schools to compare themselves to other schools based on publicly available data.

In the future, additional ASU Helios Decision Center products may be used, and other reports, visualizations and tools may be custom developed for GPEMC/AZEMC participating District use depending on district interest and demand as documented by the Helios Decision Center Statement of Work (SOW) attached.

REQUESTED PARTICIPATION:

Authorized Signature

Printed Name

School District Name

Date

Statement of Work (SOW) No. 1

Longitudinal Student Performance - ViSTA

Purpose

The ASU Helios Decision Center for Educational Excellence ("Decision Center"), and the Marana Unified School District ("District") created and executed an ongoing Data Sharing Agreement executed on or about ____ (date signed) ____ ("Agreement"). This Statement of Work Agreement describes a specific project governed under the above Data Sharing Agreement.

For purposes of this SOW No. 1, the District designates Decision Center and Helios as its school officials, as that term is defined in FERPA. The research conducted by these researchers is invaluable in the District's ability to evaluate the effectiveness of the District's educational effectiveness and to study longitudinal achievement patterns. For the avoidance of doubt, Decision Center shall be permitted to share de-identified data with Helios for the purpose of producing visualizations.

The purpose of this SOW is to describe a specific project and study using the data under the above DSA.

Study: Longitudinal Student Performance - ViSTA

This study will focus on student performance as students move through middle school, high school and beyond. This will serve to evaluate current educational programs and identify successful practices. The District will be able to compare their performance to other similar participating districts. ASU researchers will also identify gateway and gatekeeper points in student progressions that can inform district efforts. Decision Center shall be permitted to share aggregated data for grouped districts with other participating districts for the purpose of comparison (e.g., compiled results for all similar or regional districts).

The research questions are:

- How do middle school students perform in high school?
- What are the academic trajectories of students based on their performance in the District?
- How do groups of students differ in their trajectories? What factors impact those trajectories?
- How does the performance of students in the district compare to the performance of other students from similar districts or schools?
- Are students being prepared for rigorous high school classes and eventually for college or other education needed for their future?
- How effective are the district's educational programs in producing successful student outcomes?

Decision Center staff will analyze data used in this study to produce visualizations and reports that will inform District staff and to identify patterns that areas of improvement and effectiveness.

The results will be shared through visualizations that can be accessed at the Decision Theater and virtually. Presentations may be made at professional meetings and it is anticipated that the research and evaluation work will be published by the Center in reports and elsewhere.

B. Methodology

The data will be stored on secure ASU servers. All data reported will be aggregated and counts under 11, below 2% and above 98% will be repressed for public reports. Reports and data presentations for districts that educated the students in the report will not be redacted because it is important information that will be useful to the District. Results will be reported as aggregated frequencies and percentages.

C. Confidential Data to Be Disclosed:

The specific confidential data, including PII protected under FERPA ("the Confidential Data"), that will be disclosed under this SOW for the purpose of improving student academic outcomes are:

- Student characteristics including, but not limited to, ID number, date of birth, school, district, grade, gender, ethnicity, poverty indicator, special education status, EL status and other characteristics that the district approves for use as filters or variables in an analysis or evaluation.
- Attendance data.
- Transference data, including entry and withdrawal codes and dates and the sending and receiving schools (if available).
- Test results for state assessments and related assessments (e.g., kindergarten readiness) required by the state. Results for any district assessments that the district chooses to include for use in this project. Data includes name, school, ID, test name, test date, test performance levels and scores.
- For high schools, National Student Clearinghouse or similar data on student enrollment, persistence and performance in college.
- The N size rule of less than 11, less than 2% or greater than 98% will be applied in any publicly released reports. Districts will receive unredacted data for the students of the district, but will not be able to see unredacted data for any specific district or school not part of their district unless they are part of a feeder pattern that shares students and the other district has approved sharing the data.

The data to be shared includes data from 2015 or when valid data are available and any subsequent years for the duration of the project. Data will be provided for each school year.

Decision Center and the District hereby acknowledge that the privacy, confidentiality, and security of the Confidential Data must be protected in accordance with the regulations and state and federal law. The group further represents and warrants that it is aware of the regulations and laws and the privacy requirements and undertakes to train and supervise all staff that has access to the Data on the procedures to be taken to protect the privacy of the Confidential Data in accordance with stated law(s).

D. Data Transmission Process and Protocols

The District will provide DC Ed EX and the project researcher(s) with access to the data requested. The data provided by the district will be used for no other purposes than those described in the Agreement. No specific student level records will leave ASU and will not be

shared with anyone outside the Decision Center unless specified in this agreement or subsequent amendment.

E. Schedule & Frequency of Data Exchange

Data will be provided at least annually for updates, with the frequency dependent on the projects the district has chosen to participate in and the data needs of the specific project(s).

F. Description of Audit or Evaluation

The Confidential Data is necessary for this research because we need to match students across years and track their performance. This will require matching records over years on name, date of birth, state (SAIS) ID and school. Once merged, an encrypted student study ID will be created and added to the file. A file without the name, date of birth and SAIS ID PII will be created for use in running any analysis. Neither the original file nor the analysis file will be copied or removed from ASU servers.

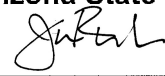
Marana Unified School District



Dan Streeter
Superintendent
Marana Unified School District
11279 W. Grier Road
Marana, AZ 85653

Date: 4 / 10 / 25

**The Arizona Board of Regents, for and on behalf of
Arizona State University**



James Rund
Senior Vice President,
Educational Outreach and Student Services
Fulton Center
300 East University
Tempe, AZ 85281

Date: 05 / 21 / 2025

Data Sharing Agreement for Personalized Admissions Project

This Data Sharing Agreement ("Agreement"), effective as of September 13, 2024 ("Effective Date"), is entered into by and between the Arizona Board of Regents ("ABOR") for and on behalf of Arizona State University's ASU Helios Decision Center for Educational Excellence ("Decision Center"), (collectively, "ASU") and the Marana School District whose address is 11279 W. Grier Rd. #115A, Marana, AZ 85653 ("District").

RECITALS

- A. ASU is an institution of scientific research and undergraduate and graduate studies devoted to education, research and public service.
- B. Decision Center seeks to empower all Arizona students to maximize their potential, experience an excellent quality of life and contribute to healthy and vibrant communities. Decision Center also facilitates evaluations, research, and visualizations ("Projects"), which directly support Arizona's public schools, teachers and students.
- C. District serves Arizona public school students
- D. The purpose of this Agreement is to allow the District and ASU to share data with one another so ASU may conduct Impact Projects as requested by the District, which will be set forth in Statements of Work ("SOW") signed by both parties and governed by this Agreement. These Impact Projects will assist the District in evaluating the effectiveness of its educational practices, pedagogy, and interventions, and allow the parties to study longitudinal achievement patterns. The parties anticipate there will be a series of Impact Projects on student outcomes from pre-K through grade 8 and beyond (high school and college) as data allows.

NOW, THEREFORE, the parties acknowledge and agree as follows:

1. Definitions.

- a. Confidential Data means student data, Personally Identifiable Information (as defined herein), and any data protected under FERPA.
- b. Personally Identifiable Information ("PII") for education records is a FERPA term referring to identifiable information that is maintained in education records and includes direct identifiers, such as a student's name or identification number, indirect identifiers, such as a student's date of birth, or other information which can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information. PII also means sensitive data, personal data, or personally identifiable data, as those terms may be defined in applicable laws, rules and regulations.
- c. Intellectual Property means all data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing.

2. Term. The Term of this Agreement shall be five (5) years from the Effective Date.
3. Extension, Termination, or Amendment.
 - a. Each Party shall have the right to terminate this Agreement by mailing to the other Party written notice of termination via a delivery method further described in paragraph 26 hereinbelow, at least thirty (30) days prior to the termination date.
 - b. This Agreement may be modified at any time by mutual written Amendment in order to accommodate unforeseen circumstances by the authorized representative of the respective Parties.
 - c. This Agreement, including any amendments or modifications approved thereto during the period of the Agreement, may be extended for up to an additional five (5) one (1) year periods by mutual written extension of the Parties' authorized representatives.
4. Statements of Work ("SOW"s). The Parties may agree to conduct Impact Projects or other projects as defined in Statements of Work, signed by authorized representatives for each party and governed by this Agreement. To the extent that there are any conflicts between the provisions of any SOW and this Agreement the terms of this Agreement will control. ASU will use reasonable efforts to provide the services requested by the client from time to time. The services will be provided under the direction and supervision of the ASU contact named in the Statement of Work. ASU's performance of the services and its obligations under this Agreement are subject to and governed by the regulations and policies of ABOR. Each specific Impact Project, study, or other project conducted using the Confidential Data will be described in detail and approved by the District Superintendent or designee.
5. Confidentiality. The Confidential Data is confidential information and shall be used only for the purposes stated in this Agreement. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered by this Agreement or a Statement of Work governed by this Agreement.
6. FERPA. The U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA") requires the Parties not disclose personally identifiable information ("PII") from a student's education records without written consent from the student, except as otherwise provided by law.
 - a. FERPA permits educational institutions to disclose personally identifiable information from education records without parental or student consent to "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests or to improve instruction". 20 U.S.C.A. § 1232g(b)(1)(F); see 34 C.F.R. § 99.31(a)(6)(i)(A) and (C).
 - b. For those circumstances under which a Party appropriately fills the role of a school official as that term is defined under FERPA, the other Party may

designate that Party as a school official and may disclose PII from education records in accordance with 34 C.F.R. § 99.31(a)(1)(i)(B). The Parties agree to comply with all FERPA criteria applicable to school officials, including by remaining under the disclosing Party's direct control with regard to the use and maintenance of the education records. In the event that a Party does not meet the definition of a school official, the disclosing Party will disclose to the receiving Party the appropriate PII from a student's education records only upon proof, to be furnished by the receiving Party or its representative that the parent or eligible student has consented to the disclosure. Such consent must satisfy the requirements of 34 C.F.R. § 99.30. If a Party violates the terms of this section, that Party shall immediately provide notice of the violation to the other Party. The Parties agree 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 District's FERPA Policy and/or ASU's FERPA Policy, SSM 107-01: Release of Student Information, available at <https://www.asu.edu/aad/manuals/ssm/ssm107-01.html>, as applicable.

7. Data Privacy Laws. Each Party shall comply with all data privacy laws, rules, and regulations applicable to it in its performance under this Agreement (collectively "Data Privacy Laws"), which may include, but are not limited to, FERPA and Arizona State law, and shall, upon mutual agreement of the Parties, execute any amendments to this Agreement necessary for each of the Parties to maintain compliance with the Data Privacy Laws.
8. Personally Identifiable Information. The Parties represent that any information relating to an identified or identifiable natural person ("Personally Identifiable Information" or "PII") that ENTITY uses, collects, retains, stores, secures, discloses, transfers, disposes of, or otherwise processes in relation and subject to this Agreement will be processed in compliance with any applicable laws, regulations, and other legal requirements relating to: (a) Privacy and information security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of PII ("PII Protection Requirements"). Upon request of a Party, the other Party will make available reasonable information necessary to demonstrate compliance with the obligations of any PII Protection Requirements.
9. Each Party is, and at all prior times was, and for all times during the term of this Agreement, will remain, in material compliance with all PII Protection Requirements. To ensure compliance with the PII Protection Requirements, each Party has in place, complies with, and takes appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Information (the "Policies"). The Parties each further certify that neither it nor any subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the PII Protection Requirements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any PII Protection Requirements; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any PII Protection Requirements.

10. Information Security. The Parties shall comply with all applicable laws regarding security of the Confidential Data. All systems, software, services, and devices that store, transmit, or otherwise process Confidential Data (each, a System) must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable laws, rules, and regulations.

- a. With respect to each System, the Parties and any of their contractors at all tiers (directly and through their third party service providers) will meet the following requirements:
 - i. Access Control. Control access to ASU's resources, including ASU Data, limiting access to legitimate business need based on an individual's job-related assignment, approve and track access to ensure proper usage and accountability, and make such information available to ASU for review, upon ASU's request.
 - ii. Incident Reporting. Report information security incidents that affect ASU Data immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, successful network intrusions, malware infection, and unauthorized access or modifications).
 - iii. Patch Management. Carry out updates and patch management for all Systems in a timely manner and to the satisfaction of the District. Updates and patch management must be deployed using an auditable process that can be reviewed by the District upon District's request.
 - iv. Encryption. Ensure all Systems use an industry standard encryption protocol for sensitive data, personal data, or personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII), in transit and at rest (as documented in NIST 800-57, or equivalent).
 - v. Notifications. Notify the other Party immediately if a Party receives any kind of subpoena for or involving Confidential Data, if any third party requests Confidential Data, or if the Party has a change in the location or transmission of Confidential Data.
 - vi. Backup and Restoration. Ensure that all Confidential Data is available and accessible, and that adequate systems are in place to restore the availability and accessibility of all Confidential Data in a timely manner in the event of a physical or technical threat.
 - vii. Privacy by Design. When developing, designing, selecting, and using Systems for processing sensitive data, personal data, or personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII), ASU will, with due regard to the state of the art, incorporate and implement data privacy best practices.

11. Intellectual Property.

- a. Ownership. Each Party will retain ownership of its pre-existing intellectual property, including any that may be incorporated into the services or deliverables under this Agreement. The parties understand and agree that ASU owns any and all right, titles and interest for all intellectual property developed, created or invented by ASU in its performance under this Agreement including the services or any deliverables. ASU will have the exclusive right to patent, copyright, publish, distribute, disclose, use or disseminate in whole or part any such intellectual property.
- b. No Work for Hire. In no event is any ASU intellectual property considered a "work for hire" and except for this section, in no way does this provision of services under this Agreement confer any license, right, title or interest in any of ASU's intellectual property to the District.
- c. License Grant. Solely to the extent to allow the District to make use of any deliverable for its intended purpose as contemplated by this Agreement, ASU hereby grants the District a fully paid up, perpetual, irrevocable, royalty-free, worldwide right and license to ASU's pre-existing intellectual property incorporated into the deliverables, if any.
- d. Contract IP. All Intellectual Property that ASU makes, conceives, discovers, develops or creates, either solely or jointly with any other person or persons including the District in connection with the Agreement ("Contract IP"), will be owned by ASU. The District will, and will cause its employees, representatives, affiliates, successors and assigns, to, as and when requested by ASU, do such acts, and sign such instruments to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU's expense, to cooperate with ASU in the protection and/or defense of the Contract IP.

12. Insurance. Each Party agrees to maintain, at its own expense, insurance coverage that is adequate and reasonable considering the nature and extent of its obligations and liabilities under this Agreement, specifically regarding data sharing activities. Such insurance shall include, but not be limited to, comprehensive general liability insurance and, if applicable, professional liability (errors and omissions) insurance, cyber liability insurance, and data breach insurance. The limits of such insurance shall be commensurate with the scale of the Party's operations and the potential risks involved in the data sharing contemplated by this Agreement.

- a. Each Party agrees to furnish upon request to the other Party a certificate of insurance evidencing such coverage, including the policy limits, the policy number, and the expiration date. Each Party shall ensure that its insurance policies are with reputable insurers licensed to do business in the State of Arizona.

- b. Failure to maintain the required insurance may constitute a material breach of this Agreement, entitling the other Party to exercise any of its rights under this Agreement, including but not limited to termination of the Agreement.
 - c. This clause shall survive the termination or expiration of this Agreement for a period of two (2) years.
- 13. Governing Law. Any dispute regarding or arising under this Agreement or the interpretation of this Agreement shall be subjected to and resolved following the state of Arizona laws, without regard to its conflict of laws and principles
- 14. No Assignment. Neither party will assign or transfer any interest in this Agreement without the prior written approval of the other Party. Any attempted assignment in violation of this section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the permitted successors, assigns and other transferees of the parties.
- 15. Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter and supersedes any and all prior understandings, agreements, representations and warranties, express, implied, written or oral, between the parties concerning the subject matter of the Agreement.
- 16. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Altogether, they will constitute the same instrument, and photocopy, facsimile, electronic, and other copies will have the same effect for all purposes as an ink-signed original.
- 17. Conflict of Interest. If within three years after the execution of this Agreement, a Party hires an employee, agent or any representative of the other Party who was significantly involved in negotiating, securing, drafting or creating this Agreement, then the non-hiring Party may cancel this Agreement per ARS §38- 511.
- 18. Dispute Resolution. If any dispute, claim, question or disagreement between Parties arises from or relating to the agreement or the breach thereof, the Parties will first attempt to resolve the matter over a period of at least thirty (30) days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately. They will consult and negotiate with each other in good faith, recognize their mutual efforts and attempt to reach a just and equitable solution satisfactory to both Parties. The Parties agree to arbitrate disputes filed in the Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS 12-133 and ARS 12-1518 required in this provision and all ASU contracts.
- 19. Failure of Legislature to appropriate. Pursuant to ARS §35-154 if either Party'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, that Party may provide written notice of this to the client and cancel this Agreement without any further obligation. Appropriation is a legislative act and is beyond the control of the Parties.

20. Force Majeure. Neither party will be liable for the delay in performance caused by force majeure or circumstances beyond the reasonable control of the Party affected. A force majeure event means an event or circumstance that is beyond the reasonable control and not the fault or negligence of the Party impacted and could not have been prevented by the reasonable diligence of the Party. Force majeure includes but is not limited to: accident; acts of God; embargo; failure or delay in transportation, power or communications system; fire; flood; strike, labor dispute or labor trouble; substantial snowstorm; terrorism; U.S. or foreign government regulation, direction or request; war. The Party prevented from performing will give prompt notice to the other of such an event of force majeure, the expected duration and the steps being taken to correct the condition. Either Party may terminate this Agreement by written notice upon force majeure, which results in a delay of performance exceeding sixty (60) days.
21. Independent Contractor. Each Party is an independent contractor and is independent of the other Party. Under no circumstances should any employees of one Party be deemed employees of the other Party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature. This Agreement does not create any fiduciary or other obligation between the Parties, except for those obligations expressed and expressly set forth herein. Neither Party has any right, power or authority under this Agreement to act as a legal representative of the other Party. Neither Party has the power to obligate or bind the other or make representations, express or implied, on behalf or in the name of the other. Each Party acknowledges that the relationship of the parties hereunder is non-exclusive.
22. No University Endorsement. In no event should the District, its successors, employees, agents and contractors state or imply in any publication, advertisement or another medium that ASU has approved, endorsed or tested any product or service. In no event will ASU's performance of any services be considered a test of the effectiveness or the basis for any endorsement of a product or service.
23. No Warranty. ASU neither makes nor will be deemed to have made any representation or warranty whatsoever, express or implied, regarding any outcome obtained or deliverable delivered hereunder, including any outcome desired by the District. Any decision regarding the safety, applicability, marketability, effectiveness for any purpose or other use or disposition of said outcome will be the sole responsibility of the District or its permitted assigns and licensees.
24. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer any person or entity other than the parties and their respective successors and assigns permitted by this Agreement proper remedy or claim under or because of this Agreement.
25. Nondiscrimination. The Parties agree to 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 § 60-1.4a, 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. ADA prohibits discrimination against all individuals regardless of their: color; disability; national origin; protected veteran status; race; religion; sex. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and promote individuals regardless of their race, color, religion, sex, national origin, protected veteran status or disability.

26. Notices. All notices, requests, demands and other communications hereunder will be deemed to have been duly given if the same shall be in writing. They shall be delivered by one of the following methods:

- a. Registered or certified mail with the postage prepaid.
- b. Personally.
- c. Via overnight delivery service and addressed to the recipient's address set forth in the Statement of Work.

Either party may change its address for notices or other contact details by giving written notice to the other party in accordance with this section. The parties agree to acknowledge in writing the receipt of any written demand, notice, report, request or other communication under this section that is delivered in person.

27. Recitals and Exhibits. All recitals herein and all exhibits hereto, including each Statement of Work hereunder, are integral and material parts of this Agreement.

28. Responsibility. Each Party is responsible for the negligent or willful acts or omissions of its employees and agents when acting under such party's discretion and supervision. Each Party 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, other than for employees and agents acting under each Party's discretion and supervision, no Party is responsible for any actions of third parties, including its students. No person may bind any Party unless they are an authorized signatory per the Party's applicable policies.

29. Scheduling services. The scheduling of the services will be arranged to avoid conflict with ASU's educational and research programs. ASU will control the scheduling of such services but will try to meet the timelines established by the District.

30. Severability. If any provision of the Agreement shall for any reason be found invalid, illegal, unenforceable or in conflict with any valid controlling law, such provision shall be separated from this Agreement. This Agreement shall be interpreted and construed as if the provision shall have held invalid, illegal, unenforceable, or the conflict had never been contained herein. Such invalidity, illegality, unenforceability or conflict shall not affect any other provision.

31. Similar research. Nothing in the Agreement will be construed to limit the freedom of any Party or its employees from engaging in similar services made under other grants, contracts or agreements with other parties.

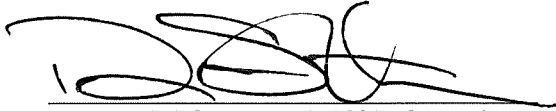
32. Use of names or logos. Neither Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other Party. Neither Party will use the name of

representatives or employees of the other Party in any sales promotion work, advertising or form of publicity without written permission of the Party that owns the marks. A Party may withhold such consent at that Party's absolute discretion. Use of any Party's marks must comply with the owning Party's requirements, including using a registered trademarked indicator where applicable. Regarding the use of ASU's marks, all requests for approval pursuant to this section must be submitted to ASU Enterprise Brand Strategy and Management at least ten (10) business days before the date on which a response is needed. Regarding any sales promotion work or advertising, press release or any form of publicity, all requests for approval pursuant to this section must be submitted to ASU Media Relations at least ten (10) business days before the date on which a response is needed. Each Party acknowledges and agrees that violation of this section is a material breach of contract. In the event of any breach or threatened breach of this section, the Parties agree that the non-breaching Party will suffer irreparable harm for which there is no adequate remedy and shall be entitled to seek immediate injunctive relief in addition to other remedies available under this Agreement, at law or in equity. If the non-breaching Party is successful in obtaining an injunction, the breaching Party will pay all costs, including all reasonable attorneys' fees and costs, court costs incurred by the non-breaching Party in prosecuting the injunction, together with all costs necessary to cure the breach, which was the subject of the proceeding, to the reasonable satisfaction of the non-breaching Party.

33. Waiver. The waiver of a breach hereunder may be affected only by a writing signed by the waiving Party and shall not constitute or be held as a waiver of any other or subsequent breach or to impact the effectiveness or enforceability of the provision in question.
34. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party's breach of the above-referenced warranty shall be deemed a material breach of the Agreement and this Addendum. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.

Signatures on following page.

Marana Unified School District



Dr. Daniel Streeter, MUSD Superintendent
11279 W. Grier Rd. Suite #115A
Marana, AZ 85653

Date: 9 / 12 / 24

**The Arizona Board of Regents, for and on behalf of
Arizona State University**



James Rund
Senior Vice President
Educational Outreach and Student Services
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