

COLLABORATION AGREEMENT

Collaborator			
Name:	Boerne Independent School District (“Collaborator”)		
Mailing Address:	235 Johns Rd□ Boerne□ TX□ 78006		
Legal Officer:	Jill Rhodes Pruin		
Email:	jill.rhodespruin@boerneisd.net		
University Information			
Name:	Indiana Wesleyan University (“IWU” or “University”)		
Mailing Address:	4201 S. Washington St, Marion, IN 46953		
Attention:	Andy Miller, Ph.D. Vice President, Strategic Enrollment & Partnerships		
Email:	Andy.Miller2@indwes.edu		
Agreement Details			
Effective Date:	May 1, 2025	Initial Term:	May 1, 2025 - June 30, 2027

THIS COLLABORATION AGREEMENT (the "Agreement") is made and entered into as of the effective date identified above (the "Effective Date"), by and between the entities identified above (each a "Party", collectively the "Parties").

WHEREAS, the mission and goals of Collaborator include training future teachers through education and experiential learning.

WHEREAS, University provides educational programming that aligns with the mission and goals of Collaborator.

WHEREAS, the Collaborator and University both have the organizational support and resources to develop teachers through education, training, and experiential learning.

WHEREAS, the University is accredited by the Higher Learning Commission ("HLC") and Collaborator maintains an independent accreditation and approval from the State of Texas.

WHEREAS, the purpose of this Agreement is to provide a basis for a collaborative relationship between Collaborator and University to benefit Collaborator employees who desire to complete the Bachelor of Science in Integrative Studies through University to support teacher preparation and licensure. This degree offering is herein referred to as "Degree Program." This Agreement can be expanded to new programs and specializations. The details of such an expansion will be discussed separately and placed as an addendum to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and consideration set forth herein, the Parties, intending to be legally bound, agree as follows:

1. Business Relationship, Services & Fees. During the Term of this Agreement and subject to the following terms and conditions, IWU and Collaborator hereby establish a collaborative business relationship (the "Business Relationship") in which the Parties will provide the services (the "Services") described in attached **Schedule 1**, and the Parties agree to the financial arrangement as described in attached **Schedule 2**.

2. **Term, Renewal & Non-Renewal.** The Term of this Agreement will commence on the Effective Date and shall continue for the period identified above (the “Initial Term”) unless sooner terminated in accordance with the Terms of this Agreement. Upon expiration of the Initial Term (and any applicable Renewal Term thereof), the Agreement will renew upon mutual agreement of both parties for a one (1) year renewal term (each renewal term being a “Renewal Term”) unless either Party provides written notice to the other Party at least one-hundred eighty (180) days in advance of the expiration of the then applicable Term, that such Party elects not to renew the Agreement at the end of the then applicable Term.

3. **Termination for Uncured Breach.** If either Party breaches a material obligation under this Agreement, the other Party may give written notice to such breaching Party specifying the breach and its intention to terminate this Agreement if such breach is not cured. If the breaching Party does not cure the breach within thirty (30) days of receipt of such notice, the other Party may terminate the Agreement upon a subsequent written notice to the breaching Party.

4. **Indemnification.** Each Party shall indemnify and hold harmless the other Party and their respective trustees, officers, employees, and agents, against all losses, disputes, controversies, complaints, damages, and expenses, including attorney fees incurred in connection with the performance of this Agreement, to the extent permitted by Texas Constitution.

5. **Insurance.** At all times during the term of this Agreement, Collaborator will maintain General Liability Insurance of not less than \$1 million per occurrence, \$3 million aggregate; Workers Compensation at the statutory limits; and Employer Liability Insurance of not less than \$500,000. Collaborator will provide evidence of such coverages prior to performing any services under this Agreement.

6. **Damages.** Collaborator acknowledges IWU will expend significant resources to initiate the Business Relationship and to seek approval to be eligible to provide University Services. In the event Collaborator fails to perform any of its obligations, Collaborator agrees IWU may, at IWU’s sole discretion: (i) seek specific performance from Collaborator, or (ii) seek such legal and equitable remedies as are available to IWU under the law including, without limitation, injunctive relief.

7. **Confidentiality.** Collaborator and University understand that in order to fulfill their obligations under this Agreement each Party must share confidential data with one another including, but not limited to, banking information, financial records, personal student data, business records, business plans, strategies, or any other sensitive or proprietary information. Both Parties agree to maintain such confidential data in compliance with all relevant laws and with all safeguards that are no less rigorous than those maintained for its own information of a similar nature and, in no event, no less than a reasonable level of care.

8. **Loss of Confidential Information.** In the event of any breach that results in a disclosure or loss of, or inability to account for, any confidential data described in Section 8 of this Agreement, the Party discovering the breach shall promptly (i) notify the other Party in writing, (ii) take such commercially reasonable actions as may be necessary or reasonably requested by the other Party to minimize the breach, and (iii) cooperate in all reasonable respects with the other Party to minimize any damage resulting therefrom.

9. **Compliance with Laws, Regulations, and University Policies.** Collaborator and its employees will comply with all current and future applicable federal, state and local laws, rules, ordinances, regulations, administrative decisions and orders, and University policies. Collaborator acknowledges that University has identified certain critical federal laws and University policies that apply to the Business Relationship contemplated herein. Although not an exhaustive list, these are identified in **Schedule 3**, Laws, Regulations, and University Policies, along with URL’s to such information. Collaborator acknowledges their responsibility to understand these provisions and will make a good faith effort to comply.

10. **Miscellaneous Provisions.**

- a) **Relationship.** Collaborator acknowledges and agrees that the relationship with University is that of an Independent Contractor. Collaborator has no authority to bind University to any third person, unless otherwise expressly agreed to in writing signed by both Parties. Collaborator, as such, is responsible for any and all taxes, including FICA, FUTA, unemployment taxes, workers' compensation coverage, and other liabilities incurred while performing work under this Agreement. Collaborator also expressly waives employee status for all purposes, including benefit eligibility.
- b) **Standard of Care.** Collaborator warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.
- c) **Jurisdiction & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws and rules. The venue for any litigation related to this Agreement shall be in Kendall County, Texas.
- d) **Amendments.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.
- e) **Waivers.** No term or provision herein 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. Any consent by any Party or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, or waiver of, or excuse for any different or subsequent breach.
- f) **Assignment.** Neither Party shall have any right to assign, transfer or otherwise convey its obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.
- g) **Severability.** If any provision of this Agreement is deemed unenforceable under the rule of law or by a court of competent jurisdiction, then such provision will be modified so as to preserve the intent of the Parties to the fullest possible extent. All remaining provisions of this Agreement shall remain in full force and effect.
- h) **Notices.** Notices given under this Agreement shall be sent, pre-paid, first-class mail, or by electronic transmission to the addresses of the Parties provided at the beginning of this Agreement.
- i) **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Indiana Wesleyan University (“IWU”)

“Collaborator”

By: _____

By: _____

Title: Jeff Rayis
Chief Financial Officer

Title:

Date:

Date:

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Schedule 1. Services

The following are Services provided by Collaborator and University related to a degree-seeking enrollment initiative (the "Bridge Initiative").

1. **Liaison.** Collaborator will designate, at Collaborator's sole expense, a Liaison who has the requisite qualifications and experience to fulfill the aims of this Agreement. Such Liaison will perform their duties in a professional and workmanlike manner and in accordance with all applicable laws and regulations. University and Collaborator will work together in good faith to provide feedback and resolve any concerns related to the Liaison's duties or performance. Liaison will, at all times, be subject to the oversight and control of Collaborator, and Collaborator will determine the terms of Liaison's employment in accordance with its standard practices and applicable law.

2. **Branding.** Advertising copy, artwork, digital ads, video, press releases, and other marketing materials, reflective of the Business Relationship ("Marketing Materials") shall be jointly developed or pre-approved by both Parties in advance of its use, and such approval shall not be unreasonably withheld or delayed. Collaborator and University hereby grant each other a nonexclusive license to use those Marketing Materials. High quality, high-resolution versions of each Party's logo, trademark, and/or service marks (the "marks") shall be exchanged and the Parties hereby grant a nonexclusive license to the other Party to utilize such marks to promote the Business Relationship during the Term, provided that any use of such marks shall be subject to the prior approval requirement in this Schedule 1, Section 2. University hereby agrees to provide digital samples of Marketing Materials, including brochures, flyers, and other assets.

3. **Marketing & Recruitment.** Collaborator will develop marketing channels and distribute Marketing Materials to identify and recruit persons who may apply to University for admission. Collaborator may recruit and approve applicants to participate in leadership training program, but Collaborator acknowledges that IWU has final approval of any applicant admitted to IWU. Collaborator agrees to comply with all marketing and recruitment policies of the University and coordinate marketing and recruitment efforts and activities with IWU personnel who may be assigned by University to work with Collaborator from time to time.

4. **Admission & Financial Aid.** Collaborator will assist applicants as requested by IWU in the University application process. Collaborator acknowledges that a student admitted to IWU is student of University with whom IWU has a relationship that is separate and distinct from the relationship the student has with the Collaborator. Collaborator agrees to comply with all admissions and financial aid policies of the University and will coordinate efforts and activities with personnel who may be assigned by University to work with Collaborator from time to time. Collaborator acknowledges that University retains sole authority and control over all admissions and financial aid decisions, awards, and disbursements. University admissions requirements for Degree Programs are outlined in the University Catalog (<https://www.indwes.edu/catalog>). The contents of this site are incorporated into this Agreement by the reference as they exist on the effective date and as they may be revised in the future at University's sole discretion.

5. **Academics.** Both parties agree to notify each other of any changes to its accreditation status. Both parties will work collaboratively to exchange training materials and assess up to forty (40) academic credit hours of Prior Learning Assessment ("PLA") for Collaborator employees. PLA is post-high-school learning documented and assessed by University that leads to academic credit in University Degree Program. Collaborator and its third-party providers are responsible for the delivery and recordkeeping of any internal training programs that result in PLA credit. University is solely responsible for the delivery of its courses and programs, including any online coursework and administration of internships, practicums, or other experiential learning.

6. **Student Support.** Collaborator will serve as a first-level, local support system for IWU students who participate in Collaborator's program to assist with services and support as the University may request from time to time. Collaborator will defer student complaints to designated University personnel

and will not interfere with University investigations. University is solely responsible to provide student services, including but not limited to academic advising, course registration, financial aid, and tutoring.

7. **Training.** Collaborator will ensure at least one member of Collaborator's organization attends IWU's annual training event, webinars (when available), and scheduled conference calls (when available).

8. **Compliance.** Collaborator will support University and cooperate as requested by University in complying with accreditation and government authorization activities.

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Schedule 2. Financial Arrangement

During the Terms of this Agreement, University and Collaborator hereby agree to the following financial arrangement.

1. **Undergraduate Tuition for Collaborator.** University tuition rate for Collaborator's employees who enroll in Bridge Initiative will be Two-hundred and forty-five dollars (\$245) per credit hour or \$7,350 a year for up to 30 credit hours. This tuition rate does not include IWU-Marion, Wesley Seminary, School of Health Sciences, School of Nursing, graduate, and doctoral programs or courses. Students who move out of the district and are no longer a part of the district program through Bridge Initiative, and District community members served by the school district will have a tuition rate of Ten Thousand and Twenty Dollars no/100 (\$10,350.00) for up thirty (30) credits in a twelve-(12) month period (\$345 a credit hour). University reserves the exclusive right to determine if new academic programs are included in or excluded from this tuition discount.

2. **Graduate Tuition Discount.** University will discount its published tuition rate by 10% for Collaborator's membership, officers, and staff who enroll in University graduate degree programs. This discount does not apply to books, resources, or fees. This discount does not include IWU-Marion, Wesley Seminary, School of Health Sciences, School of Nursing, doctoral, and graduate counseling academic programs. University reserves the exclusive right to determine if new academic programs are included in or excluded from this tuition discount.

3. **Collaboration Fee.** Collaborator elects to forego the collection of an annual Student Services Fee from each Collaborator's membership, officers, and staff enrolled in Bridge Initiative as a result of Collaborator's efforts. Collaborator acknowledges other good and valuable consideration it receives in exchange for the promises contained herein, the receipt and sufficiency of which are hereby acknowledged. These include tuition cost-reduction strategies for its membership, officers, and staff as well as additional opportunities to expand Collaborator's mission and influence in its community.

4. **Employer Tuition Payments.** In the event that Collaborator elects to support the student financially upfront with any tuition payments, Collaborator will provide University with a list of persons to receive this benefit and pay University according to the timeline and expectations of any University invoice related to this benefit.

Schedule 3. Laws, Regulations, and University Policies

The following is not an exhaustive list of all applicable federal, state and local laws, rules, ordinances, regulations, administrative decisions and orders, and University policies to which Collaborator may be required to comply. However, the following are critical federal laws and University policies that Collaborator must understand and comply with in order to effectively fulfill its obligations under this Agreement.

Family Educational Rights & Privacy Act

FERPA is a federal law that governs the privacy of student records and student information. The U.S. Department of Education enforces this Act.

URL: <https://studentprivacy.ed.gov/>

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act

The Clery Act is a federal consumer protection law aimed at providing transparency of crimes and crime statistics on university campuses and off-campus locations where university services are provided. The U.S. Department of Education enforces this Act.

URL: <https://www2.ed.gov/admins/lead/safety/campus.html>

Title IX of the Education Amendments of 1972

Title IX protects students and employees from discrimination based on sex in education programs or activities that receive Federal financial assistance. The U.S. Department of Education enforces this Act.

URL: <https://www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/sex-pr.html>

Indiana Wesleyan University Catalog

The Catalog is published yearly and contains an exhaustive list of University academic programs, specific courses within each program, the admissions and graduation requirements associated with each program, and a variety of related University policies.

URL: <http://www.indwes.edu/catalog>