



Governing Board Agenda Item

Meeting Date: March 13, 2025

From: Kristin Reidy, Assistant Superintendent

Subject: Arizona State University Universal Learner Course Agreement

Priority: To provide rigorous, relevant, and innovative academics

Consent Action Discussion

Background:

The purpose of this Arizona State University (ASU) Universal Learner Course Agreement is to establish a partnership between the Marana Unified School District and the Arizona Board of Regents for and on behalf of ASU.


This agreement facilitates high school student enrollment in ASU Universal Learner courses at ASU. High School students can take dual enrollment Universal Learner courses approved by ASU and the District with teacher support in a cohort model or independently in a lab setting. The District will provide tutoring support to all learners participating in the ASU Universal Learner coursework. High school students taking Universal Learner coursework will be enrolled concurrently in high school courses and receive high school credit and a grade upon completing each Universal Learner course.

The cost of this agreement is \$25.00 per student per course. To take an ASU Universal Learner dual enrollment course, students would be required to pay the District a course fee of \$25.00 per course. Once students have completed a course and their grade is posted, they can add it to their ASU transcript by paying ASU \$400 per course.

This Arizona State University Universal Learner Course Agreement has been approved by District's legal counsel.

Recommended Motion:

I move that the Governing Board approve the Arizona State University Universal Learner Course Agreement between the Marana Unified School District and the Arizona Board of Regents for and on behalf of Arizona State University.

Approved for transmittal to the Governing Board: 
Dr. Daniel Streeter, Superintendent

*Questions should be directed to: Kristin Reidy, Assistant Superintendent
Phone: (520) 682-4757*

ASU UNIVERSAL LEARNER COURSE AGREEMENT

This ASU UNIVERSAL LEARNER COURSE AGREEMENT (“Agreement”) dated as of March 13, 2025 (“Effective Date”) is by and between Marana Unified School District (“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”).

1. PURPOSE:

- 1.1. The purpose of this Agreement is to facilitate learner (“Learner”) enrollment in the ASU Universal Learner® courses at ASU (the “Program”).
- 1.2. 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.

2. THE PROGRAM:

- 2.1. The Program will officially begin March 13, 2025 and will continue through the end of June 30, 2030 unless this Agreement is modified or terminated earlier as set forth below.
- 2.2. Learners that would like to take advantage of the Program must utilize the designated portal specific to ENTITY to enroll in the Program.
- 2.3. Learners that complete courses will only have the ability to convert grades of “C” or higher for academic credit.
- 2.4. ENTITY and ASU will work together to facilitate Learner enrollment and utilization of the Courses.
- 2.5. ENTITY and ASU agree to the following requirements:
 - 2.5.1. Learners who would like to take a Course must either utilize the designated student portal provided by ASU to enroll themselves, or the ENTITY administrator may enroll Learner utilizing the designated student information system used to manage learner enrollment and monitor learner success (“Partner Portal”) provided by ASU.
 - 2.5.2. All Learners who are learners in the Program Courses are subject to ASU's policies related to Courses.

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

- 3.1. Standard ULC Structure:
 - 3.1.1. Payment for Credit-Eligibility. **Please choose one:**

4. PROGRAM DETAILS

Learners can take classes approved by ASU and the district with teacher support in a cohort model or independently in a lab setting. The Entity will provide tutoring support to all learners participating in the ULC coursework. Learners taking ULC coursework will be enrolled concurrently in high school courses and receive high school credit and a grade upon completing each ULC course.

1. Which of the following supports will ENTITY provide to Learners (Check all that apply)?
 - Learners complete ULCs in classroom lab setting with staff support;
 - Learner complete ULCs in a cohorted classroom with teacher support;
 - Learner have access to tutoring support;
 - Learner completes ULCs independently and are provided no extra academic support by ENTITY;
 - Other (describe):

2. How is ENTITY planning to provide credit to Learners 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, Learners are taking the course solely for ASU credit
 - Other (describe):

5. ENTITY RESPONSIBILITIES:

- 5.1. ENTITY will announce the availability of the Program and communicate and promote the benefits of the Program to all of its Learners. ENTITY will provide opportunities for ASU to access the Learners for communication regarding and promotion of the Program, as appropriate.

- 5.2. ENTITY will provide copies of all communication, links, forms, and any other communication related to Universal Learner Courses within three (3) business days of publication, after prior signature as notated in Section 10.

- 5.3. ENTITY will provide ASU with the estimated projections for Learner enrollment to allow ASU to provide an improved experience for all Learners.

- 5.4. ENTITY will verify the eligibility of Learners to ASU and provide reasonable notice to ASU before the applicable academic session when such persons are no longer Learners. 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. ENTITY is responsible for verifying Learners at least once per term, before invoices are sent out on the agreed-upon schedule.

- 5.5. ENTITY will designate a liaison to work with ASU on the administrative aspects of the Program.
 - 5.6. ENTITY will provide Learners support during the Program and will act as the primary point of contact for all Learners and any school enrollment, academic support, or other related matters to the Program. ENTITY will be responsible for engaging with ASU, as may be appropriate in the circumstances, to resolve the particular matter.
 - 5.7. ENTITY will not participate in “upselling” of courses.
 - 5.8. 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.
6. **ASU RESPONSIBILITIES:**
- 6.1. ASU will provide institutional guidance, academic instruction and oversight for the Program.
 - 6.2. ASU will provide ENTITY and its Learners with access to the Program courses, including but not limited to credit conversion opportunities and ASU transcripts, when applicable.
 - 6.3. ASU will designate a liaison to work with ENTITY on the administrative aspects of the Program.
 - 6.4. Provided ENTITY is entitled to personally identifiable information, pursuant to Section 11 and ASU will provide ENTITY’s designated administrators a report containing individual assignment grades, current grade, and final grade.
7. **TERM.** This Agreement shall begin on the Effective Date and expire on June 30, 2030 (the “Term”), unless extended in writing by the Parties. The Program and Program payments due will continue for the Learners enrolled in the Program prior to the termination of this Agreement.
8. **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. ASU may cancel the Program at any time for any reason. Upon termination of this Agreement or ASU’s cancellation of the Program, the Program will terminate for Learners, except the Parties will cooperate to allow those Learners who are enrolled in a course at the time termination becomes effective to complete any courses that are in progress.
9. **SURVIVAL.** All sections necessary to enforce or interpret them, will survive any expiration or termination of this Agreement.

10. **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. ENTITY shall communicate this requirement to its employees or entities responsible for such promotions, and ensure those individuals comply with this Section 10. ENTITY identifies the following point of contact for announcements or promotions as contemplated by this Section 10:

Name Allison Benjamin

Position Marana Unified School District Public Relations Director

Email A.V.Benjamin@maranausd.org

Phone 520-682-4777

ENTITY acknowledgement and understanding of this Section 10:

Authorized ENTITY signatory initial, here: _____

11. **PRIVACY; EDUCATIONAL RECORDS. FERPA. MINORS.** 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 Learner's or student's education records without written consent from the Learner or 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 Learner's or student's education records only upon proof, to be furnished by ENTITY or its representative that the Learner or 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>.

- 11.1. **Minors.** ENTITY acknowledges, understands, and agrees that ENTITY is responsible for complying with any and all applicable laws regarding minors (under the age of 18 years old) accessing and participating in the Program, including but not limited to obtaining any necessary consents from parents or

guardians of minors before granting them access to the Program.

- 11.2. 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 is not limited to, FERPA and the General Data Protection Act (“GDPR”), 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.
- 11.3. Personal Information.** ENTITY warrants any information relating to an identified or identifiable natural person (“Personal Information” or “PI”) that ENTITY uses, collects, retains, stores, secures, discloses, transfers, disposes of, or otherwise processes in relation to the products and services 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 Personal Information (“PI Protection Requirements”). Upon request, ENTITY will make available reasonable information necessary to demonstrate compliance with the obligations of any PI Protection Requirements.

ENTITY is, and at all prior times was, and for all times during the term of this Agreement, will remain, in material compliance with all PI Protection Requirements. To ensure compliance with the PI Protection Requirements, ENTITY 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”). ENTITY further certifies 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 PI 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 PI Protection Requirements; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any PI Protection Requirements.

- 11.4. To the extent applicable: California Consumer Privacy Act.** ENTITY warrants the products and services subject to this Agreement are not subject to the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199) (“CCPA”). Following the signing of this Agreement, if any products or services subject to this Agreement become subject to the CCPA, ENTITY will immediately notify ASU and will take all actions necessary to fully comply with the CCPA, including without limitation the signing of additional data handling addendums to this Agreement.

- 12. MODIFICATION.** Modifications to this Agreement may be made by written

modification, signed and dated by authorized officials, prior to any changes taking effect.

13. **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: Marana Unified School District
Mailing Address: 11290 W. Grier Rd. #121C Marana, AZ 85653
Attn: Kristin Reidy
Title: Assistant Superintendent for Educational Services
Phone: 520-682-4757
Email: K.L.Reidy@maranausd.org
ASURITE ID:
Anticipated ULC enrollment count:

ENTITY ACCOUNT PAYABLE:

Entity Name: Marana Unified School District
Mailing Address: 11279 W. Grier Rd. #115A Marana, AZ 85653
Attn: Thomas Bogart
Title: Chief Financial Officer
Phone: 520-682-4749
Email: T.N.Bogart@maranausd.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

14. **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.

14.1. **ASU.** ASU's point of contact is Kimberly Merritt, kimberly.merritt@asu.edu

14.2. **ENTITY.** ENTITY's point of contact is Kristin Reidy, K.L.Reidy@maranausd.org

15. **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.
16. **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 (l) acts of terrorism, mass shootings or other emergencies that may disrupt the operations of the campus or facility .
17. **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.
18. **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 canceled 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.
19. **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.
20. **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.
21. **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.

22. **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. ENTITY will (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any third parties in which ENTITY may use or otherwise work with ENTITY ("ENTITY Parties") and is reasonably expected to interact with ASU learners, students, or employees, in person or online; and (iii) ensure that all ENTITY Parties comply with ASU's Title IX Guidance.
23. **APPLICABLE POLICIES.** This Agreement is subject at all times to the policies of the Arizona Board of Regents and ASU.
24. **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.
25. **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.
26. **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.
27. **COMPLIANCE WITH IMMIGRATION LAWS.** To the extent applicable under Arizona Revised Statutes Section 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 Arizona Revised Statutes Section 23-214(A). A Party's breach of the above-referenced warranty shall be deemed a material breach of this Agreement. 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.
28. **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: Marana Unified School District

Name: Dr. Dan Streeter

Title: Superintendent

Signature: _____

Date: March 13, 2025

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

Name: Kimberly Merritt

Title: Vice President & Deputy

Signature: _____

Date: _____