

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**EDUCATION FORWARD ARIZONA**  
**and**  
**Mingus Union High School/Mingus Union School District**

This Memorandum of Understanding ("MOU"), dated August 1, 2024, is by and between Education Forward Arizona, an Arizona nonprofit corporation, and **Mingus Union School District**, for and on behalf of its school(s): Mingus Union High School ("School").

This MOU sets forth the entire understanding between the parties regarding their engagement in the College Knowing and Going ("CKG")-College Readiness Team (CRT) Project led by Education Forward Arizona and supported by the Helios Education Foundation to develop a comprehensive, data-driven, student-centered approach to college readiness at select Arizona high schools. The program will create a schoolwide culture in which all stakeholders—administrators, counselors, teachers, community members, students, and families—work collaboratively to ensure low-income, first-generation, underserved students graduate high school ready for college.

**I. Term of MOU**

The MOU shall be effective as of the date set forth above and shall remain in effect until **June 30, 2027**, unless terminated or extended as otherwise provided herein.

**II. Roles and Responsibilities**

**Education Forward Arizona (EFAZ):**

Education Forward Arizona agrees to do the following in support of CKG.

- Engage an intermediary organization to support school engagement in College Readiness Teams. These teams focus on assisting and supporting students and families with planning postsecondary opportunities, monitoring college readiness, enrollment, and persistence data, and implementing activities to enhance a college-going culture. EFAZ has identified the Northern Arizona College Resource Center (NACRC) as an intermediary organization that supports these efforts and selected schools.
- Develop, in conjunction with the School, a school-wide action plan to drive strategies, interventions, collaboration, and best practices that lead to results for students around college readiness and enrollment.

- Examine ways to enhance a college-going culture by building the capacity of school counselors, staff, and administration to increase their commitment to supporting students' postsecondary aspirations and promoting a college-going culture.
- Provide oversight support for Student Ambassadors to participate in schoolwide college readiness activities.
- Develop, in conjunction with the School, procedures for the auto admissions process between high schools and state universities to support seniors with their transitions.
- **Disperse a \$6,000 College Knowing & Going School Stipend (\$2,000 year 1, \$2,000 year 2, and \$2,000 year 3) and a template for tracking expenditures and reporting successes. Note: The disbursement timeline will be based on when the School joins the program.**
- Pursuant to Section III, provide data and information to LeCroy & Milligan Associates, Inc. This consulting firm will conduct a comprehensive and formative evaluation of the strategies and implementation of the College Readiness Teams ("CRT") and intervention components.

#### **SCHOOL:**

The School agrees to do the following activities in support of CKG, in coordination with Education Forward Arizona and partner organization (NACRC) per its incremental rollout plan:

- Identify school and community contacts that will participate with Education Forward Arizona and its partners in College Readiness Teams (See Attachment A for Identification).
- Collaborate with Education Forward Arizona and/or an identified intermediary organization to establish *at least 1X month* (1-hour meetings) with CRT to assess strengths and gaps of college access and success services at the school site and develop a school-wide action plan to drive strategies, interventions, collaboration, and best practices that lead to college enrollment results for students.
- Identify and engage at least two senior student ambassadors and one junior student ambassador who represent the unique and diverse population of students at the School to lead students in promoting postsecondary education. (See Attachment B for Details)
- Collaborate with CKG staff to develop procedures for the auto admissions process between high schools and state universities to support seniors with their transitions.

Provide access to auto admissions senior lists and support college admissions events.

- Complete and sign the CKG CRT Project Agreement and Invoice Template (see additional attachment), send the invoice, and receive the stipend. Track expenditures and submit the tracking report by June 30th of each program year.
- Pursuant to Section III, provide Education Forward Arizona and LeCroy & Milligan with the following administrative-level data no later than June 30<sup>th</sup> of each year:
  - Student college applications and acceptance
  - FAFSA completion and scholarship dollars
  - ACT scores
  - College enrollment, persistence, and completion rates
  - Post-secondary attainment
  - Senior Surveys
- Pursuant to Section III, provide Education Forward Arizona and its partners at LeCroy & Milligan with senior rosters that include the below by November 1<sup>st</sup> of each year:
  - Student Name: First, Middle Initial, and Last Name
  - Date of Birth
  - Race/Ethnicity
  - Free Reduced Lunch Status
- Send appropriate district and high school staff to College Knowing & Going sponsored orientation and professional development training events.

### **III. Data Sharing Requirements**

Each party acknowledges that the data provided includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3. This Agreement is intended to follow U.S. Department of Education initiatives on Safeguarding Student Privacy, FERPA, and its implementing regulations.

- The School designates Education Forward Arizona and LeCroy & Milligan Associates, Inc. as its authorized representatives for disclosing student information, including Personally Identifiable Information, for use in conducting a comprehensive and formative evaluation of the strategies and implementation of the CRT and intervention components and for securing future funding. All reports generated by Education Forward Arizona and its partners shall be shared with the School before being shared with any third party.
- The School shall provide Education Forward Arizona with access to any

reports on student outcomes in high school and college provided to the district and/or its schools by the Decision Center for Educational Excellence.

- To effect the transfer of data and information that is subject to state and federal confidentiality laws and to ensure that the required confidentiality of Personally Identifiable Information shall always be maintained, Education Forward Arizona and LeCroy & Milligan Associates, Inc. agree to treat all Personally Identifiable Information of the School in the same manner that it does for its confidential information, including:
  - Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and regulations at 34 C.F.R. Part 99, and A.R.S. §§ 15-141 and 1043, as applicable;
  - Protect the data provided under this MOU to the same extent that it protects other similar confidential information and to ensure that such data is not copied, reproduced, or transmitted, except in accordance with 20 U.S.C. § 1232g and as expressly authorized by this MOU;
  - Use the data provided under this MOU for no other purpose than those described in this MOU and
  - Destroy the data provided under this agreement within 90 days after completing the comprehensive and formative evaluation.
- Each party agrees not to redisclose the data obtained pursuant to this MOU unless expressly authorized by the other party in writing before such disclosure.
- Each party will promptly report in writing to the other party if it becomes aware of any use or disclosure of the data that is not permitted by this MOU or by law. This report shall provide as much specific information as possible regarding the nature of the violating use or disclosure, the information used or disclosed, the identity of the person who used the data or made the disclosure, the corrective action the party has taken or will take to prevent further disclosure, including any mitigation, and any other information requested by the other party.

#### **IV. Entire MOU / No Amendment**

This MOU incorporates the complete understanding between the School and Education Forward Arizona concerning the subject matter hereof. No prior Agreement, verbal representations, or understandings shall be valid or enforceable unless embodied in this MOU. This MOU may be modified only upon the express written approval of the parties hereto.

#### **V. Termination of MOU**

This MOU may be terminated by the School or Education Forward Arizona at the end of any academic year during the term of the MOU, upon written notice

delivered to the other with or without good cause with 60 days written notice. By such termination notice, neither the School nor Education Forward Arizona shall negate obligations already incurred or required to be performed before the effective date of the termination.

#### **VI. Governing Law**

The School and Education Forward Arizona agree that this MOU shall be governed by the laws of Arizona and that any dispute arising out of it shall be resolved in a court sitting in Maricopa County, Arizona.

#### **VII. Severability**

If one or more of the provisions, or any portion of any provision, in this MOU is/are deemed void or is/are by law unenforceable or become unenforceable, the parties to this MOU agree that a court may sever that portion of the MOU. The parties further agree that all other provisions not deemed void or unenforceable will continue in full force and effect.

#### **VIII. Counterparts/Facsimiles**

This MOU may be executed in one or more counterparts. Facsimile copies and signatures hereof shall have the same force and effect as originals.

#### **IX. Notices**

All notices required or permitted to be given pursuant to this MOU shall be in writing and shall be effective and delivered as follows: (i) if hand- or courier-delivered, upon personal delivery to the party to whom addressed; (ii) if telecopied, upon receipt of confirmation that successful facsimile transmission has occurred, provided a copy of the transmission is also deposited in the

U.S. Mail on the date of such transmission; and (iii) if mailed, three business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, the parties' notice information is set forth below:

To: Education Forward Arizona (EFAZ)  
4747 N. 32<sup>nd</sup> Street, Suite 150  
Phoenix, AZ 85018

To School: Mingus Union High School  
Attn: David Beery

1801 E Fir St  
Cottonwood, AZ 86326

#### **X. Communications and Public Relations**

The School agrees that Education Forward Arizona shall initiate the preparation and distribution of news releases or promotional materials and develop a public relations strategy, including special events, news conferences, or other public announcements regarding College Knowing and Going—**College Readiness Teams**. Education Forward Arizona shall work with the School District's communications department on any of the aforementioned activities. Neither party shall use the other party's name or logo in any public relations or promotional activities without the other party's consent.

#### **XI. Mandatory Terms**

This Agreement incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.

**Forced Labor of Ethnic Uyghurs:** To the extent applicable under Ariz. Rev. Stat. § 35- 394, the parties warrant and certify that they do not currently, and agree that they will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

**No Boycott of Israel:** To the extent applicable under Ariz. Rev. Stat. §§ 35-393 through 35- 393.03, each party certifies it is not currently engaged in and agrees that it will not engage in for the duration of this Agreement, a "boycott" of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

**E-Verify, Records and Audits:** To the extent applicable under Ariz. Rev. Stat. § 41-4401, Education Forward Arizona warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23- 214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement

#### **XII. Non-Appropriation**

Education Forward Arizona acknowledges that the School is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not

appropriated for the performance of the School's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that the School shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

**XIII. Non-Discrimination**

The parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

**XIV. No Third Party Rights**

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.

**XV. No Joint Venture**

The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither Education Forward Arizona nor the School shall have the power to obligate or bind the other in any manner whatsoever.

**XVI. Indemnification**

Each party, to the extent permitted by law, shall promptly indemnify, defend, and hold harmless the other Party from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the other Party may incur as a result of any violation by the other party resulting from violation of any law, or any loss or expense caused by the misrepresentation, negligent act, or omission, or any breach of any of the other Party's obligations under this Agreement.

Acknowledged and agreed effective as of the date set forth above,

**Mingus Union High School**

By: \_\_\_\_\_

Date: \_\_\_\_\_

David Beery  
Principal

**Mingus Union High School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Melody Herne  
Superintendent

**Education Forward Arizona**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Rich Nickel,  
President & CEO



## ATTACHMENT A

### *College Readiness Team Contacts*

As part of this agreement, we are asking school leadership to identify at least an administrator, counselor, and teacher for this project and one community partner at each of the high schools, all of whom will make up the College Readiness Team.

Additional contacts can be drawn from various positions, such as administrators, counselors, lead teachers, or career coaches. College Knowing and Going—College Readiness Teams' responsibilities are estimated to take no more than two to four hours per month.

The contacts should:

- Be a member of or have support from the school leadership.
- Communicate frequently with the intermediary organization about college readiness activities at the school site.
- Be able to participate in a professional learning community with other CKG schools.

A research contact who will handle the administrative data requests should also be designated. The research contact can be a member of the CRT. This person should:

- Be knowledgeable about the content of the school data.
- Be the lead person for the intermediary organization to contact.
- Handle the transmission and collection of all data.

| College Readiness Team                 |                        |
|--|------------------------|
| Position                               | Name, Title, and Email |
| Administration                         |                        |
| CKG Coordinator                        |                        |
| Counselor(s)                           |                        |
| Teacher(s)                             |                        |
| Community Partner                      |                        |
| Community Member                       |                        |
| Research                               |                        |
| Additional (District Data Coordinator) |                        |

## ATTACHMENT B



### ***Leveraging Peer Influence to Make Higher Education the Expectation, Not the Exception***

The College Knowing & Going Ambassador Program mobilizes students to inspire their peers to pursue education after high school. These student leaders will be trained and tasked with increasing college and career preparation across their entire school.

#### **Peer Engagement Model**

College Knowing & Going Ambassadors will work with their College Knowing & Going Coordinator and their school contact. The school College Readiness Teams (counselors, administrators, educators, higher ed, and community partners) will further support their efforts. College Knowing & Going Ambassadors will receive training on key actions from Coordinators that drive postsecondary success. They will also receive regular updates from school contacts on CRT goals and progress. They will focus on three essential areas: college knowledge, college admissions, and financial aid, specifically the Free Application for Federal Student Aid (FAFSA). College Knowing & Going Ambassadors will participate in regular meetings and progress monitoring while engaging in ongoing outreach among their friends and classmates.

#### **Recruitment/Application**

Senior students interested in becoming CKG Student Ambassadors at their school will submit a brief application answering the questions below. College Readiness Teams will review all applications and pick outstanding individuals to serve as CKG Student Ambassadors for the school year.

#### **Application Questions**

- Why do you want to be a College Knowing & Going Ambassador?
- Identify and describe two to three college-going challenges facing your peers as they consider pathways after high school.
- Describe an experience when you exercised leadership and/or community organizing skills to achieve a goal(s). What was your contribution? What was the outcome?

- Describe a time you helped a peer experiencing a challenge(s). What steps did you take? What did you learn from the experience?

### **Qualifications**

- Senior student planning to attend a 2-year college, 4-year college, or vocational/trade school in Fall 2025
- GPA Requirement - 2.5+
- Actively willing to engage in essential college-going steps (FAFSA, College Applications, Scholarship Applications)
- Strong communicator willing to give presentations and speak to a wide range of students.
- Creative thinker
- Tech and social media savvy
- Bilingual is a PLUS

### **Responsibilities**

- Commit to serve as CKG Ambassador from **September 2024 to May 2025**.
- Attend **5 Mandatory** Virtual Meetings (90 minutes) and **3 Mandatory** 1:1 Meetings (30 minutes) with your coordinator.
  - o **September 12, 2024** (Monday) 4:00-5:30 pm
  - o **October 10, 2024** (Monday) 4:00-5:30 pm
  - o **November 14-25<sup>th</sup>** 1:1 Meeting with coordinator
  - o **January 23, 2025** (Monday) 4:00-5:30 pm
  - o **February 13-17, 2025**, 1:1 Meeting with Coordinator
  - o **March 27, 2025** (Monday) 4:00-5:30 pm
  - o **April 17-21, 2025**, 1:1 Meeting with coordinator
- Brainstorm creative and innovative student, family, and community engagement approaches.
- Promote and attend college/career-related events.
- Act as direct outreach to peer groups:
  - o Make contact/collect data on classmates' college plans.
  - o Communicate with students about the FAFSA & Scholarship Opportunities
  - o Provide encouragement and support
- Complete all the milestones by the program end date.

### **Training**

The College Knowing & Going Coordinator will facilitate training to support Ambassadors in the completion of milestones. While gaining an understanding of FAFSA, college access, and various resources, College Knowing & Going Ambassadors will develop practical leadership skills and community organizing techniques.

| College Knowing & Going Ambassador Milestones |   |
|---|---|
| 1   | <p>Attend <b>5 Mandatory</b> Virtual Meetings (90 minutes) and <b>3 Mandatory</b> 1:1 Meetings (30 minutes) with your coordinator.</p> <ul style="list-style-type: none"> <li>o <b>Monday, September 12, 2024-</b> 4:00-5:30 pm</li> <li>o <b>Monday, October 10, 2024-</b> 4:00-5:30 pm</li> <li>o <b>November 14-25, 2024-</b> 1:1 Meeting with coordinator</li> <li>o <b>Monday, January 23, 2025-</b> 4:00-5:30 pm</li> <li>o <b>February 13-17, 2025-</b> 1:1 Meeting with Coordinator</li> <li>o <b>Monday, March 27, 2025-</b> 4:00-5:30 pm</li> <li>o <b>April 17-21, 2025-</b> 1:1 Meeting with coordinator</li> <li>o <b>May 8, 2025-</b> 4:00-5:30 pm</li> </ul> <p><i>*One meeting absence will be excused with at least a 48-hour notice to the Coordinator.</i></p> |
| 2   | <p>Submit a screenshot of your own FAFSA submission <b>AND</b> college application submission.</p> <p><i>**If you are not FAFSA eligible, submit a screenshot of one scholarship you applied for.</i></p>   |
| 3   | <p>Post essential college-going social media content on various platforms <b>OR</b> create and distribute promotional materials for a college/career event to peers. Minimum once per month (September-April, eight times total). You can alternate between social media/paper promotional materials or complete all 8 using the same medium.</p> <p>Example topics include the FAFSA, Benji, Scholarships, Priority Deadlines for College Applications, College-Related School Events, and Virtual Campus Tours.</p> <p><i>*One social media post/ flyer will be excused if submitted after the month's end.</i></p>   |
| 4   | <p>Work with ten peers to complete a career interest inventory using your school's ECAP platform. If your school doesn't have an ECAP platform, you can use the career interest inventory on MyFutureAZ.</p>  |
| 5   | <p>Contact ten peers who have not started the FAFSA. Engage them in a conversation about FAFSA and provide a website for completion (<a href="http://www.fafsa.gov">www.fafsa.gov</a>) and a phone number for Benji Chatbot (602-786-8171; <a href="http://www.askbenji.org">www.askbenji.org</a>).</p>   |
| 6   | <p>Help ten students identify at least two scholarships they are eligible for and encourage them to apply OR compile a list of scholarships (local and national) and distribute them to peers.</p> <p><i>**If you complete the list, you will be required to upload a photo or screenshot of the list and provide the number of students to whom the material was distributed.</i></p>  |
| 7   | <p>Promote essential college and career topics (such as FAFSA, Benji, ACT, College Awareness, Scholarships, etc.) at a significant school event. For example, table at a sporting event, concert, or performance, promote at a virtual FAFSA night, etc.</p> <p><i>**Work with your school counselor to determine what event to attend and what materials are needed.</i></p>   |

|    |   |
|----|---|
| 8  | Prepare a presentation detailing your journey towards college/career, the challenges that you have faced and how you have overcome them, and your role as a student ambassador on campus. Present to a club or class of underclassmen. (For example, why do you want to further your education? Do you know what career you want to pursue? What motivates you towards your goals?) |
| 9  | Complete two surveys regarding your experience as a CKG Ambassador (one mid-year & one end-of-year).  |
| 10 | Work with your school's College Readiness Team (CRT) to determine a milestone that aligns with a school goal.<br>Ex: If a CRT's goal is to increase ACT composite scores at the school, you could collaborate with the CRT to create a milestone to support ACT awareness or preparation  |

### **Incentives for Participation**

College Knowing & Going Ambassadors will receive the following at the end of their service:

- \$3,000 Scholarship: Education Forward Arizona will disburse funds directly to the college. All funds will be disbursed in the fall semester following the ambassador program (\*\*students that take a semester/year off will NOT be eligible for the scholarship).
- Opportunity for Letter(s) of Recommendation