

uAspire Inc.

Agreement For Formation
Of
High Impact
Partnership

The purpose of this Agreement is to outline the process whereby uAspire, Inc., a Massachusetts non-profit corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("uAspire"), will provide Training and Technical assistance (as defined in "Section 2: Program and Role Clarity") to Broward County Public Schools (herein referred to as "Partner"), in the Partner's efforts to build organizational capacity in college affordability.

SECTION 1 BACKGROUND AND PURPOSE

uAspire's Training and Technical Assistance team spreads awareness of college affordability issues, improves practice in financial aid advising, and drives impact on college persistence and completion rates for low-income students. Within this arm of uAspire, our High Impact Partnership (HIP) is a deep relationship with other college completion-focused education organizations determined to provide students top-notch affordability advising.

uAspire conducts a competitive Request for Partner (RFP) process to select best-fit High Impact Partners committed to improving college affordability programming and outcomes at their own institutions. Through HIP, uAspire advises Partners how to design and implement college affordability best practices, trains front-line staff to build their financial aid expertise coupled with on-going support, and collects and analyzes data to measure impact so that more students can chart an affordable path to and through a postsecondary education.

SECTION 2: PROGRAM AND ROLE CLARITY

uAspire and Partner will work collaboratively to build site capacity to develop and implement best practice college affordability programming at the partner institution. The partnership will require both uAspire and the Partner to play lead and support roles in a variety of activities as specified below. Across all activities, both uAspire and Partner commit to responsive communication and timely management of project milestones.

A. uAspire Services

1. TRAINING

i. Year 1 follows uAspire's best-in-class training course to align foundational knowledge with key practices

a. Topic 1: Foundations of College Affordability

i. 1-hour webinar, open only to Partner staff

- ii Date in August-September 2016 mutually agreed upon by uAspire and Partner, ideally prior the uAspire Affordability Lab on September 21,2016
 - b. Topic 2: College Affordability Planning
 - i 1-hour webinar, open only to HIP 1.0 Cohort staff
 - ii Partner selection of uAspire scheduled dates: October 3, 2016;October 6,2016; October 12, 2016
 - c. Topic 3: Comprehensive FAFSA Completion and Award Letter Review & I, Comparison 5-hour training at Partner facility
 - ii Date in October 2016-January 2017 mutually agreed upon by uAspire and Partner
 - d. Topic 4: After the FAFSA-FAFSA Follow-Up & Verification
 - i. 1-hour webinar, open only to HIP 1.0 Cohort staff
 - ii Partner selection of uAspire scheduled dates: January 24,2017; January 26,2017; February 1,2017
 - e. Topic 5: Preparing to Cover the Bill
 - i 1-hour webinar, open only to HIP 1.0 Cohort staff
 - ii Partner selection of uAspire scheduled dates: April 3, 2017; April 6,2017; April 11,2017
 - ii. Year 2 will include similar delivery methods and variety of training. Program details and schedule will be mutually agreed upon by uAspire and Partner and confirmed in writing by June 1, 2017. Training topics will draw upon advanced course selection, including but not limited to:
 - a. Financial Fit & Using Award Letter Data to Inform Practice
 - b. Family Engagement
 - c. Postsecondary Success
 - d. EFC: calculating and Explaining to Families
 - e. Navigating Special Student Circumstances
 - f. CSS PROFILE Completion for the Practitioner
 - g. After the FAFSA-Verification
 - h. Understanding Taxes for Financial Aid
 - iii. Design and delivery of training led by uAspire, including creation of slide deck and tools/resources.
2. TECHNICAL ASSISTANCE:
- i. uAspire Fellows Program
 - a. Two (2) spots in uAspire Fellows Program, a leadership development program in college affordability systems, management & data tracking which includes:
 - i. Coursework and training on design and management of college affordability program
 - ii Fellows cohort classes: 1in-person, 3 virtual
 - iii Monthly coaching touchpoints via phone or email to ensure effective program implementation and troubleshoot challenges
 - iv Collaboration with peer Fellows across uAspire's national network
 - ii. Front-line staff on-going support:
 - a. 24/7 access to uAspire's online Partner Portal, the central clearinghouse for uAspire tools, information and expert advice. Features include timely updates on ever- changing financial aid policies and individualized Q&A from expert uAspire advisors.
 - b. On-going support will commence after Partner staff are first trained by uAspire

- where they will receive orientation to the Partner Portal
- iii. Policy Updates (as needed) provided to uAspire Fellows to share with front-line staff to translate current financial aid policy and/or procedural changes into clear and usable information for practitioners, students, and/or families
 - iv. Award Letter data processing and analysis for up to 4000 award letters, including delivery of comprehensive award letter data package with 4 reports: Year-in-Review, Trend Report, Postsecondary Roll Up, Individual Institution Snapshots
 - v. End-of-Contract Report outlining key elements, outcomes and reflections of the partnership as well as recommendations for next phase of collaboration
- B. Partner Participation
- 1. Partner will select two (2) leaders to participate in the uAspire Fellows Program and lead the college affordability initiative at their institution
 - 2. Responsibilities of the uAspire Fellow role include:
 - i. Leadership of college advising program and staff with ability and authority to enact changes into the organization's student program and staff training model
 - ii. Prompt and Proactive Communication
 - a. External – Accessible to the uAspire team, provides timely response to uAspire outreach, proactively and directly addresses both opportunities and challenges as they arise
 - b. Internal – facilitate communication with front-line staff around uAspire IP policy (all uAspire branded materials are for internal use only and not to be shared externally) and coordinates uAspire staff correspondence throughout the HIP lifecycle
 - iii. Data and Logistics Management
 - a. Meet data-sharing requirements and deadlines agreed to in this Agreement, including coordination and submittal of award letters and timely delivery of specific data elements (see Data and Evaluation section below)
 - b. Training Coordination (including, but not limited to): Location and space reservations; invitation management with staff; copying of materials; accurate attendance records; ensuring staff have any required technology; and promoting timely completion of training evaluations by training participants
 - iv. Program Design and Implementation
 - a. Lead efforts for institution-specific program design to adapt uAspire best practices and recommendations into site-specific materials
 - b. Lead program implementation at organization including setting goals, timeline, tracking data and assessing the program in action
 - v. Full Participation in uAspire Fellows Program
 - a. Attend in-person Fellows Convening on the Wednesday prior to National Association for College Admission Counseling conferences each year. Class expenses covered by uAspire. Travel expenses covered by Partner.
 - b. Consistently engage in program curriculum and coaching activities, including on-time completion of online learning modules and attendance at pre-scheduled coach meetings.
- C. uAspire National Partnership Network
- 1. uAspire will coordinate the uAspire Affordability Lab on the Wednesday prior to National Association for College Admission Counseling conferences each year. Each uAspire Fellow will receive an invitation to the Affordability Lab. Partner will receive five (5) additional invitations to the event per year. uAspire will cover event expenses and meals. Partner will cover travel expenses to the event.
 - 2. uAspire and Partner may invite each other to co-present on issues of affordability at state, regional and national conferences. Participation is voluntary, no compensation by neither uAspire nor Partner is expected. Travel

and/or registration costs will be assumed by each organization.

SECTION 3: DATA AND EVALUATION

uAspire and Partner agree that measuring impact is a core part of our collective work. In order to measure impact of affordability programming, data-sharing between uAspire and Partner will be required. Several types of data will be collected: general summary data of students/class profiles; frequency and quality of affordability-related activities by staff, students, and/or families; evaluative feedback on uAspire training and program support; financial aid award letters; and broader college completion student outcomes.

A. Data-Sharing Process

1. Required data will be shared in aggregate form by the Partner to uAspire twice per year via a web-based survey system. The deadlines for data submission are July 15th and February 1st. Specific elements are listed below and are needed to ensure philanthropic cost share contributions for the reduced fee.
2. Specific methodologies for data transfer will be determined per partner to ensure efficiency with current Partner data systems.
 - i. Award letters:
 - a. Partner will collect physical award letters and send them to uAspire via snail mail per site/school by priority deadline of June 1st and "last call" deadline of July 1st,
 - b. Partner will have the option to provide award letters in de-identified format (names blacked out, home city/state maintained) or may elect to provide student identification via unique identifier numbers on award letters if so desired. Provision of any/all student-level data for inclusion in report analytics is purely optional and solely up to Partner discretion and preference.
 - c. In the delivery of information to uAspire and the collection of award letters, the Partner is responsible to ensure compliance with state and federal privacy laws, including the Family Educational Rights and Privacy Act ("FERPA").
 - ii. Evaluation of Program:
 - a. uAspire and Partner measure quality of program via implementation data and also through online surveys predominantly for staff.

B. Specific Data Elements

1. Pending content area of program and training work done by uAspire and Partner, specific data elements will be chosen from the list below to measure impact.
 - i. Total number students per grade-level per academic year
 - ii. Number of students served by affordability initiative including demographic breakdown for SES, ethnicity, grade level
 - iii. Number of practitioners served by affordability initiative
 - iv. Percentage of Free Application for Federal Student Aid ("FAFSA") completion rates (Classes of 2016,2017, 2018)
 - v. Number of student-staff interactions resulting from HIP work
 - vi. Number of award letter one-on-one meetings with students
 - vii. Postsecondary enrollment and/or persistence rates

C. Data Security

1. uAspire agrees to use reasonable technical, managerial, and administrative practices to ensure the privacy and security of Partner data in accordance with Massachusetts state and federal privacy laws including FERPA.
2. All student data will be stored in a secure datamart housed internally via SQL system on the uAspire private server. It is passcode protected with restricted

accessibility via limited uAspire staff responsible for processing and analyzing the award letter data.

- 3 Notwithstanding any provision to the contrary within this Agreement, uAspire shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. uAspire agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Partner and its officers and employees for any violation of this section, including, without limitation, defending Partner and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon partner, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Partner arising out of a breach of this covenant by uAspire, or an officer, employee, agent, representative, contractor, or sub-contractor of uAspire to the extent that uAspire or an officer, employee, agent, representative, contractor, or sub-contractor of uAspire shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

SECTION 4: FINANCE & ADMINISTRATION

A. Marketing

- 1 The Partner agrees that uAspire may mention the Partner by name and use the Partner's logo in any advertising, publications, or other media relating to the project outlined in this Agreement in accordance with Partner branding standards and upon written approval.
- 2 The Partner may mention uAspire by name and use uAspire's logo in any advertising, publications, or other media relating to the project outlined in this Agreement in accordance with Partner branding standards and upon written approval.

B. Ownership and Sharing of Materials

- 1 uAspire may provide to Partner certain materials, documents and/or work product in connection with this Agreement (collectively, "Work Product"). This Work Product may contain content and/or works of authorship previously developed or acquired by uAspire, as well as content and/or works of authorship developed by uAspire in connection with this Agreement (collectively, "uAspire Content"). All rights in such uAspire Content, including, without limitation, intellectual property rights, shall remain the sole and exclusive property of uAspire. uAspire hereby grants to Partner, perpetual use to modify and create copies of the Work Product, in each case solely for its internal educational purposes and may provide copies of the Work Product to its personnel and advisees (not for further redistribution). Partner shall not transfer, distribute, sell, license, sublicense or otherwise commercially exploit the Work Product or uAspire Content in whole or in part. Partner shall inform its personnel of the foregoing restrictions.
- 2 Partner may provide to uAspire for use in the Work Product, or may otherwise itself incorporate into the Work Product, certain content and/or works of authorship (collectively, "Partner Content"). All rights in such Partner Content, including, without limitation, intellectual property rights, shall remain the sole and exclusive property of the Partner. Partner hereby grants to uAspire a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license, with the right to sublicense directly or indirectly through multiple tiers, to use, reproduce, create derivative works of, display and distribute the

Partner Content in accordance with our mission to contribute to the learning and development of this field.

- 3 During the term of this Agreement, the parties shall be bound by confidentiality and non-disclosure and neither will reveal, nor permit its employees or agents to reveal, Confidential Information received as part of the partnership hereunder to a third party. "Confidential Information" includes certain financial, personnel, proprietary and sensitive information relating to the disclosing party's business and operations, the disclosure of which could cause harm to the disclosing party. Non-disclosure only applies to information that is not already available in the public domain, or which either of the parties rightfully has obtained elsewhere, or which either of the parties has been ordered by a relevant court or authority to reveal.

C. Fees & Payment Schedule

Partnership Fee	\$57,200.00
<u>Two-Year Contract Discount (5%) -</u>	<u>-\$2,860.00</u>
Total Payment:	\$54,340.00

1. Cost Sharing Approach: uAspire is committed to securing philanthropic dollars to cover a portion of the direct costs associated with providing our High Impact Partnerships. We gratefully acknowledge the generous support from the Michael and Susan Dell Foundation and the Citi Foundation.
2. Partnership Fee: To account for size, geographical reach, and complexity of Partner, uAspire uses a sliding scale for price that ranges from \$10,500 per year for smaller less complex organizations, to \$30,100 per year for organizations that are large in scale with a multistate geographical reach.
3. Discount: A multi-year partnership is in the interest of both uAspire and the Partner, and as such, Partner receives a 5% discount for selecting a two-year contract.
4. Additional Award Letter Processing Fee: The Partnership Fee provides for data processing and analysis for up to 4,000 award letters per year. Should Partner submit more than 4,000 award letters to uAspire, a fee of \$1/award letter will apply. Partner will receive a separate invoice for this Agreement and it will be due within 30 days.
5. Payment Schedule: The total payment of \$54,340 is to be paid by the Partner to uAspire in two installments of \$27,170 on or before July 30, 2016 and July 30, 2017, respectively.
6. Partners may choose at any time to request additional trainings, webinars, or virtual training tickets outside of those agreed to within this Agreement. Requests for additional trainings will be reviewed on a case by case basis. Additional fees would apply (minimum \$2,000/day + travel for training, \$1,400/webinar, \$30/virtual training ticket) and shall be paid on a schedule mutually agreed upon by the parties.

SECTION 5: MISCELLANEOUS

A. Term

- 1 This Agreement effective as of July 1, 2016, by and between uAspire and the Partner, expires on June 30, 2018. If in the interest of both parties, efforts will be made to renew this Agreement upon its date of completion.

B. Binding Agreement

- 1 The undersigned represent that they have full authority to bind their respective parties to this Agreement. All organization leaders, teachers and other staff employed by or for the Partner who are involved in implementation of or who use

uAspire's Program shall be considered agents of the Partner, and any breach by them of the obligations of the Partner under this Agreement shall be deemed a breach by the Partner.

C. Amendment; Waiver of Provisions

- 1 This Agreement may be amended only by a written instrument signed by the duly authorized representatives of the parties hereto.
- 2 None of the provisions of this Agreement may be waived or modified except expressly in writing and signed by the duly authorized representatives of the parties hereto.

D. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

E. Termination

- 1 uAspire may terminate this Agreement with or without cause upon thirty (30) days' written notice to the Partner. Either party hereto may terminate this Agreement for any material breach that is not cured within thirty (30) days' written notice to the other party of such breach. Upon termination for any reason, the Partner will immediately return to uAspire any and all program materials, resources and all other data or materials proprietary to uAspire (including all copies thereof).
- 2 This Agreement may be canceled with or without cause by Partner during the term hereof upon thirty (30) days written notice to the uAspire of its desire to terminate this Agreement. The performance and obligations of Partner under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If Partner does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by Partner at the end of the period for which funds have been allocated. Partner shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to Partner in the event this provision is exercised, and Partner shall not be obligated or liable for any future payments after this Agreement is terminated due or any damages as a result of termination under this section.

F. Indemnification. Each party agrees to be fully responsible for its acts of negligence, and its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- 1 By Partner: Partner agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence and to indemnify, hold harmless and defend Partner, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable and documented attorney's fees, reasonable and documented investigative and discovery costs, court costs and all other reasonable and documented sums which Partner, its agents, servants and employees may pay or become obligated to pay on account of said negligence.

- 2 By UAspire: UAspire agrees to indemnify, hold harmless and defend Partner, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable and documented attorney's fees, reasonable and documented investigative and discovery costs, court costs and all other reasonable and documented sums which Partner, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by UAspire, its agents, servants or employees; the equipment of UAspire, its agents, servants or employees while such equipment is on premises owned or controlled by PARTNER; or the negligence of UAspire or the negligence of UAspire's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Partner's property, and injury or death of any person whether employed by UAspire, Partner or otherwise.
- G. Background Screening. uAspire agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of uAspire or its personnel providing any services under the conditions described in the previous sentence. uAspire shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to uAspire and its personnel. The parties agree that the failure of uAspire to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately upon notice to uAspire with no further responsibilities or duties to perform under this Agreement. uAspire agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from uAspire's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.
- H. Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with Partner is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that Partner would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to Partner, all public records in that party's possession upon termination of this Agreement with PARTNER and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of uAspire's records related to this Agreement which are stored electronically must be provided to Partner in a format that is compatible with Partner's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be

responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

I. Entire Agreement

1. Unless otherwise specified, this Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

J. Severability

1. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

K. Counterparts

1. This Agreement and any amendment hereto may be executed (a) in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one agreement, and (b) by electronic means (PDF included) which shall be deemed originals.

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SIGNATURE PAGE TO TRAINING AND TECHNICAL ASSISTANCE AGREEMENT BETWEEN
UASPIRE, INC. AND BROWARD COUNTY PUBLIC SCHOOLS

WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly
authorized representatives on the date indicated below.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Approved as to Form and Legal Content

Robert W. Runcie, Superintendent
of Schools

Office of the General Counsel

FOR UASPIRE

(Corporate Seal)

uASPIRE, Inc.

ATTEST:

Erin Weinberg
Secretary
Signatory
+ President

By [Signature]

-or-

[Signature]
Witness Nathan Schultz

[Signature]
Witness Bradley S. Kent Jr.

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 25th day of

August 2016 by ERIN JOHANNA WEINBERG
Name of Person

uAspire on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced A MA DRIVERS LICENCE as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)

TAI JUN ALI
Printed Name of Notary

N/A
Notary's Commission No.

[Signature]
TAI JUN ALI 08/25/16
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 10, 2022