

Collaboration Agreement (the “**Agreement**”)  
Academic Year 2016-2017



**San Rafael High School**  
185 Mission Ave, San Rafael, CA 94901

**Our Mission:**

Students Rising Above is a California not-for-profit corporation (“**SRA**”, “**we**,” or “**us**”) that is dedicated to impacting the future through the cultivation of extraordinary youth. SRA invests in low-income, first generation college students who have demonstrated a deep commitment to education and strength of character while overcoming tremendous odds of poverty, homelessness, and neglect. SRA helps each student to realize his or her potential by guiding and supporting them through college graduation, and into the workforce. Our graduates are breaking the cycle of poverty within their own families, serving their communities, providing a new generation of employees and leaders from diverse backgrounds, and accelerating positive change.

**Collaboration Objectives:**

SRA will assist San Rafael High School in the advancement of their college access, college success, and career development efforts for the 2016-2017 academic school year. SRA is excited to provide support on topics related to college access and career development for your students, and as a way to provide additional support and training to your staff.

Additionally, SRA is excited to provide resources and support to your students through its program, the SRA College2Careers Hub. Students can sign up for individual accounts on this virtual platform. The College2Careers Hub will provide support services needed to assist students to and through college, and into the workforce.

**Relationship between SRA and San Rafael High School:**

SRA will serve as an independent contractor for San Rafael High School, providing students with access to SRA programs (like the SRA Hub). SRA will not be the employee, agent, or representative of San Rafael High School under this agreement.

The success of the SRA Hub is dependent upon a successful collaboration between SRA and San Rafael High School Staff. In an effort to fully engage students and to ensure they receive the maximum level of support, we require that our partners establish student accountability and regularly encourage to log-on to the Hub to access resources. We believe regular use of the Hub in a supportive environment is critical to student success.

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Student accountability can be maintained in a variety of ways including Hub assignments. In conjunction and in collaboration with your staff, assignments are selected to help generate interactive engagement with students through the SRA Hub platform. Sample assignments include:

- Attend 3-6 webinars per semester
- Maintain an up-to-date college tracking spreadsheet;
- Complete a financial aid budget;
- Post at least two substantive questions on the SRA Hub related to college;
- Post at least two responses/comments to another question on the SRA Hub; and
- Complete a base resume

### **Communication:**

SRA understands that students are best supported when organizations and schools communicate on an ongoing basis. In collaboration with SRA, San Rafael High School staff, agrees to keep an open communication policy. Should any challenges or concerns arise, both SRA and San Rafael High School agree to communicate and collaborate on solutions that best serve the students. SRA also supports your organization in continuously encouraging their students to access and use the SRA Hub as the students’ go-to location for college and career related matters.

### **Agreement Terms:**

SRA anticipates a successful working relationship as we embark on this new program.

*Term.* This Agreement shall continue until the conclusion of the 2017 academic school year (the “**Term**”). At the conclusion of the Term, we will mutually evaluate our interest in continuing with this program and the future terms of this Agreement.

SRA anticipates making available to all San Rafael High School students now and into the future, full and continued access to the SRA, but reserves the right to modify, suspend, or terminate its service.

*Disclaimer of Warranties.* SRA strives to create a service that will help students succeed in their journey to college and beyond. However, SRA cannot guarantee a perfect program or particular results. All platforms and/or services developed by SRA, including all SRA Content (defined below), are provided “AS IS” or “AS AVAILABLE”, and SRA disclaims all express and implied warranties of any kind relating to our services, materials, and content available through the services.

*Incorporation of Terms of Use and Privacy Policy.* All users of our services are subject to, and this Agreement incorporates by reference, the SRA’s Terms of Use and Privacy Policy, available at <http://studentsrisingabove.org/privacy-policy/> and <http://studentsrisingabove.org/terms-use/>. In the event a provision in the main body of this Agreement conflicts with a provision in the Terms of Use or Privacy Policy, the provision in the main body of this Agreement shall

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prevail. Any capitalized terms used herein without definition shall be given the definition afforded to them in the Terms of Use or Privacy Policy.

In the event of any dispute arising out of or related to this Agreement, both San Rafael High School and SRA agree that Section 22 (Dispute Resolution and Arbitration) of SRA’s Terms of Use shall apply to this Agreement.

This Agreement, along with SRA’s Terms of Use and Privacy Policy, is the entire agreement of the parties with respect to the subject matter of this agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.

If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this agreement.

**San Rafael High School’s Responsibilities:**

While San Rafael High School can utilize SRA’s services in connection with helping their students, San Rafael High School represents and warrants that it will comply with all federal, state, and local law, including laws regarding education and educator responsibilities, and the use and sharing of data related to students. Your organization further warrants that any information it provides to SRA does not violate any law or the terms of any agreement or other confidentiality requirement that San Rafael High School has entered into. SRA is not an educational service provider, and is not responsible for compliance under any applicable federal, state, or local statute or regulation.

**Intellectual Property:**

*License to High School/Organization Content.* San Rafael High School grants, and warrants that it has all the rights necessary to grant, to SRA, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, display and make derivative works of all content and information submitted to SRA, for use in connection with the Service, including improving our Services, and SRA’s (and its successors’ and affiliates’) business.

*SRA Content.* Except for the content and data San Rafael High School provides, the Service and any data, information, or other materials provided by SRA or through the Service, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the “SRA Content”), and all intellectual property rights related thereto, are the exclusive property of SRA and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights, and San Rafael High School agrees not to, and not to direct a third party to, sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works,

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from any SRA Content. Use of the SRA Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

**Confidentiality.**

*Confidential Information.* “Confidential Information” means any non-public or proprietary information disclosed (directly or indirectly) by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) pursuant to or under this Agreement.

*Non-Use and Non-Disclosure.* The Receiving Party may use the Confidential Information solely for the purpose of performing the Services or its obligations under this Agreement and shall not disclose the Confidential Information to any third party, other than to employees, contractors, advisors or agents of the Receiving Party who have a need to have access to and knowledge of the Confidential Information, solely for the purpose authorized above, and provided that each such employee, contractor, advisor or agent is bound by confidentiality obligations at least as stringent as those contained herein and the Receiving Party remains liable for any breaches by such employees, contractors, advisors or agents. The Receiving Party shall take at least those measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party that it employs to protect its own confidential information of a similar nature, but in no event, less than reasonable care.

**Ready for a wonderful partnership? We are too!**

SRA is excited to join in on your efforts to better support your students. Please let us know if you have any other questions or concerns. We are here to work with you.

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High School/Organization Name

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Designated High School/Organization Representative and Title

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Lynne Martin  
Executive Director

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Vanessa Barbic  
Online Program Manager