



**REACH SCHOLARSHIP PROGRAM  
SCHOOL SYSTEM PARTICIPATION AGREEMENT**

\_\_\_\_\_ [insert school system name] (the “School System”) and the Georgia Student Finance Authority, whose principal address is 2082 East Exchange Place, Tucker, Georgia 30084 (the “GSFA”) enter into this agreement to set forth the terms and conditions pursuant to which the School System shall participate in the Realizing Educational Achievement Can Happen Scholarship Program (the “REACH Scholarship Program”).

**WHEREAS**, the School System is a public school system organized and existing under the laws of the State of Georgia;

**WHEREAS**, GSFA is the agency of the State of Georgia responsible for the administration of the REACH Scholarship Program;

**WHEREAS**, the REACH Scholarship Program, also known as the REACH Georgia Scholarship Program, is a public-private needs-based scholarship and mentoring program beginning in 8<sup>th</sup> grade for students who are selected by the School System to participate as REACH Scholars; and

**WHEREAS**, both parties desire that School System participate in the REACH Scholarship Program.

**NOW, THEREFORE**, in exchange for the mutual covenants and other good and valuable consideration set forth herein, the parties do hereby agree as follows:

1. Term of the Agreement. The term of the Agreement shall begin on August 15, 2016 and shall end on the last day of the Academic Year during which the students selected as REACH Scholars during the Designation Period provided for herein are anticipated to graduate from high school.
2. Designation Period. The period during which the School System may designate students as REACH Scholars shall begin on the effective date of this Agreement and shall end on the date the School System chooses for a Signing Ceremony, but in no event later than September 30. After the Designation Period, if a REACH Scholar moves to another non-participating School System, fails to meet the REACH Scholarship Program requirements or drops out of the REACH Scholarship Program for any other reason prior to the end of 8th grade, the School System may choose another 8th grade student to participate as a REACH Scholar by communicating such replacement to GSFA and following requirements for student selection in the REACH Program Regulations, provided that such designation is made prior to the day such replacing student begins 9th grade; otherwise, the School System may not designate any students as REACH

Scholars under this Agreement after the last day of the Designation Period. However, if a student is deemed ineligible to participate as a REACH Scholar in 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> or 12<sup>th</sup> grades, the REACH Program Regulations allow an additional eighth grade Scholar to be chosen in the next school year's Designation Period; in this case and for the School System's participation in REACH the second year and thereafter, the Parties may agree to enter into future REACH Scholarship Program School System Participation Agreements pursuant to which other students may be designated as REACH Scholars.

### 3. The School System

- a. The School System agrees to participate in the REACH Scholarship Program in accordance with this Agreement, the REACH Program Regulations, all applicable federal, state, and local laws, rules and regulations, the School Specific Term Sheet attached hereto as Exhibit A and incorporated herein by reference ("School System Specific Term Sheet"), and the School System Application attached hereto as Exhibit B and incorporated herein by reference (the "Application");
- b. The School System agrees that participation in the administration of the REACH Scholarship Program is a district-wide responsibility. The School System further agrees to manage its participation in the REACH Scholarship Program and to coordinate the collection and dissemination of information related to program guidelines and implementation to the participating schools and students in the district;
- c. The School System agrees to provide funds in the second year of participation and each year thereafter for the number of scholarships set forth in School System Specific Term Sheet in the amounts set forth therein by August 15 preceding the September signing ceremony. Such funds shall be transferred to GSFA or its designee made payable to the GSFA designated qualified 501(c)(3) prior to and as a condition precedent to the effectiveness of this Agreement. The School System may provide additional scholarships beyond those specified in the School System Specific Term Sheet at its own expense;
- d. The School System agrees to establish a nomination and application process to identify and select REACH Scholars;
- e. The School System agrees to comply with REACH/GSFA's state mentoring standards as set forth in the regulations and other communications from GSFA including ensuring that Scholars meet with a mentor at a minimum of eight times per semester;
- f. The School System agrees to identify one or more Academic Coaches who will monitor REACH Scholars' academic performance, behavior, and attendance on a weekly basis and meet with each REACH Scholar a minimum of one time per month to develop and discuss education and career plans;

- g. The School System agrees to plan and hold one signing ceremony for selected REACH Scholars per Academic Year and a minimum of two activity nights per Academic Year for REACH Scholars and their parents. Signing ceremonies shall be held in September of the Calendar Year in which REACH Scholars are designated;
- h. The School System agrees to involve REACH Scholars in extracurricular school events, as appropriate (e.g., college campus tours, graduation ceremonies, future signing ceremonies, college and career planning events, etc.);
- i. The School System agrees to submit semester reports to GSFA providing academic, attendance and behavior data about each REACH Scholar and all mentoring and academic coaching activities through means prescribed by GSFA, and immediately notify REACH staff when any event occurs which might deem the Scholar ineligible to continue as a REACH Scholar;
- j. The School System agrees that except where the School System's foundation is receiving funds for the proportionate share of the REACH scholarships, the School System will transfer to GSFA or its designee all funds for scholarships which are received by the School System within ten (10) days of receipt of such funds for its proportionate share and made payable to GSFA's designated qualified 501(c)(3). Where the School System's foundation is receiving funds for the proportionate share of the REACH scholarships, such foundation will transfer to GSFA or its designee funds made payable to the GSFA designated qualified 501(c)(3) by August 15. The School System agrees to transfer the total amount of its proportionate share funding to GSFA or its designee in full no later than August 15 prior to the September signing ceremony for a new cohort of 8<sup>th</sup> grade REACH Scholars;
- k. The School System agrees to comply with REACH and GSFA Branding Guidelines as established by GSFA;
- l. The School system agrees to annually execute a School System Specific Term Sheet agreeing to abide by REACH financial and program requirements and sending the Agreement to GSFA or its designee by August 15;
- m. The School System agrees to send to GSFA or its designee the executed student applications and the executed REACH Georgia Scholar Commitment;
- n. The School System agrees to comply with the REACH Program Regulations, as amended or modified from time-to-time, and to comply with such instructions as may be issued from time-to-time by GSFA, including instructions contained on administrative forms and procedures prescribed by GSFA for use in the administration of the REACH Scholarship Program;
- o. Subject to the provisions of paragraph 3(q) below, the School System agrees to furnish access to all records and personnel required for compliance with the

REACH Program Regulations, as may be requested by GSFA and such records must be available for review by GSFA. The obligations set forth in this paragraph shall survive the expiration and termination of the Agreement, the dissolution of the School System, and to the extent allowed by law, the bankruptcy of the School System;

- p. The School System agrees to comply with all applicable federal and State of Georgia privacy and data security laws pertaining to proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information, including, but not limited to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), pertaining to GSFA and the students and to obtain appropriate authority from the student/student's parent/guardian to release personally identifiable information relating to the student's academic performance, conduct and activities as participants in the REACH Program to GSFA. The obligations set forth in this paragraph shall survive the expiration and termination of the Agreement, the dissolution of the School System, and to the extent allowed by law, the bankruptcy of the School System;
- q. Copyrights. The School System agrees that all papers, finished or unfinished documents, writings, reports, data, surveys, drawings, maps, photographs, computer software, related source code, any associated documentation, and other things produced by the School System under this Agreement consists of works made for hire, and shall be the sole property of GSFA. GSFA shall own all copyright rights and any other proprietary rights in and to such writings in any country or countries. Possession of such documents and writings shall be transferred to GSFA at the termination of performance of services under this Agreement or at GSFA's earliest request. School System hereby assigns and transfers to GSFA any and all rights the School System may have asserted to such work. School System agrees to cooperate with GSFC and execute any documentation required by GSFA to assert or protect GSFA's property right in the work. Any reports, information, data, etc., given to or prepared by the School System under this Agreement shall not be made available to any individual or organization by the School System without prior written approval of GSFA. The obligations set forth in this paragraph shall survive the expiration and termination of the Agreement, the dissolution of the School System, and to the extent allowed by law, the bankruptcy of the School System.

#### 4. GSFA

- a. The GSFA agrees to comply with all applicable federal and State of Georgia privacy and data security laws pertaining to proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information, including, but not limited to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), pertaining to the School System and the students.

- b. The GSFA agrees to provide funding for the number of scholarships set forth in the School Specific Term Sheet in the amounts set forth therein. Funding shall be disbursed to the eligible postsecondary institution on behalf of a REACH student who meets the REACH Program requirements and graduates for high school with a diploma.
- c. The GSFA accepts fiduciary responsibility to ensure that REACH Scholarship Program funds are used solely for the financial scholarship award of eligible students, in accordance with REACH Scholarship Program Regulations. The obligations set forth in this paragraph shall survive the expiration and termination of the Agreement, the dissolution of the School System, and to the extent allowed by law, the bankruptcy of the School System.
- d. The GSFA agrees to provide the School System, to the extent possible, with technical assistance to support the proper administration of the REACH Program., including, but not limited to, providing orientation materials, forms and templates, sharing ideas for fundraising, the Scholar selection committee, the signing ceremony and activities and events to prepare students for college and careers and sharing information about summer programs on college campuses and other venues.
- e. The GSFA shall notify and instruct the School System of any changes to the REACH Scholarship Program through correspondence, such as operational memorandums, email notification, and/or electronic bulletins.

## 5. General Terms and Conditions

- a. **Publicity.** It is also agreed that no advertising or publicity having or containing any reference to GSFA and/or REACH Georgia in which the name or logo is displayed, shall be used by the School System or anyone on the School System's behalf unless and until the same shall have first been submitted to and approved by an authorized representative of GSFA in writing. The obligations set forth in this paragraph shall survive the expiration and termination of the Agreement, the dissolution of the School System, and to the extent allowed by law, the bankruptcy of the School System.
- b. **Termination of Contract.** This Agreement may be terminated only with the prior written consent of both Parties.
- c. **Choice of Forum.** Any suit regarding this Agreement shall be brought in the Superior Court of Fulton County, Georgia. If there is federal court jurisdiction, suit may be brought alternatively in United States District Court in the Northern District of Georgia.
- d. **Assignability.** The School System shall not assign, subcontract, transfer (whether by assignment or novation) the work, services or any interest in this Agreement without the prior written consent of GSFA thereto.

- e. This Agreement shall be governed by the laws of the State of Georgia.
- f. This Agreement shall not be construed so as to create a partnership or joint venture between the School System and the State of Georgia or any of its agencies.
- g. Entire Agreement. This Agreement and its incorporated exhibits constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.
- h. Affirmative Action. School System agrees to adhere to the principles set forth in Executive Orders 11246, 11375, 11598 (the federal equal opportunity program). In particular, the School System will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The School System will take steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such steps shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The School System agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The School System will, in all solicitations or advertisements for employees placed by or on behalf of the School System, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- i. Conflicts. If any discrepancy exists between the terms and provisions of applicable law, as amended from time to time, and the REACH Program Regulations, this Agreement and/or the Participation Proposal, the terms and provisions of applicable law shall control. If any discrepancy exists between the terms and provisions of the REACH Program Regulations, as amended from time to time, and this Agreement and/or the Participation Proposal, the terms and conditions of the REACH Program Regulations shall control. If any discrepancy exists between the terms and conditions of this Agreement and the Participation Proposal, the terms and conditions of this Agreement shall control.
- j. Notices. All notices required under the terms of the Agreement shall be sent as follows:

**School System:**

School System Name:

Address:

**GSFA:**

Georgia Student Finance Authority  
Attention: Brad Bryant, Executive Director  
2082 E. Exchange Place  
Suite 200  
Tucker, Georgia 30084

**With a copy to:**

Georgia Student Finance Commission  
Attention: General Counsel  
2082 E. Exchange Place  
Suite 200  
Tucker, Georgia 30084

**IN WITNESS WHEREOF**, the parties hereto have executed and signed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

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

Name:

Title:

School System:

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

Shawn Ryan, President

GSFA