

4/7/2023
LETTER OF INTENT

**CONCERNING THE ESTABLISHMENT OF
AN ACADEMIC COOPERATION**

BETWEEN

California State University, San Bernardino

and

George Mason University

This Letter of Intent (“Agreement”), effective as of the last dated signature (the “Effective Date”), is made by and between the California State University at San Bernardino (“CSUSB”) for its Jack Brown College of Business and Public Administration located at 5500 University Parkway, San Bernardino, California 92407 and George Mason University (“Mason”), an educational institution and agency of the Commonwealth of Virginia, for its College of Education and Human Development (CEHD), located at 4400 University Drive, Fairfax, Virginia 22030-4444. CSUSB and Mason are referred to individually as “Party” and collectively as “Parties.”

WHEREAS, the Parties seek to pursue and engage in program, research and academic collaboration, and associated activities, for the purpose of establishing collaborative education and training program for school administrators and their security components throughout the United States. The program, hereinafter referred to as “ZERO Tolerance” will provide K thru 12 schools throughout the United States with a new and different approach to the problem of school shootings. This approach seeks to supplement existing security programs and strategies with an approach that places responsibility for assessing and reducing vulnerabilities on those who are most affected – teachers, administrators, staff and students at the individual school. Plans call for the program to ultimately involve research, training, and working with school districts, law enforcement, and individual school officials to identify vulnerabilities in the five critical areas that have been associated with all school shootings.

The program will include five major components: (1) the development of a unique database of all school shootings in the US since 1999; (2) the development and utilization of a “facilitated self-assessment” model; (3) regional symposia and workshops; (4) a non-credit certificate program, and (5) assistance and advice to individual schools, as appropriate. These five components will collectively support the development of a joint research agenda and mutual programmatic support.

WHEREAS, to achieve their mutual goals, this Agreement reflects the intent of both parties to cooperate and collaborate for the purposes of professional development, education, scholarship

and community service among the faculty, students, and other affiliated persons of CSUSB and Mason;

NOW THEREFORE, in consideration of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to the following:

1. **Purpose.** The purpose of this Agreement is to provide a framework within which CSUSB and Mason can begin developing the program and its various components designed to prevent and mitigate school violence.
2. **Scope of Activities.**
 - a. Collaboration on the development of training programs, including non-credit programs of professional development, focused on issues pertinent to the facilitation of critical self-assessments and prevention of school and organization-linked violence and the response to such events and incidences and other issues and topics of mutual interest and expertise.
 - b. Collaboration leading to the planning, hosting and supporting of roundtable dialog sessions, seminars, workshops, conferences and other such opportunities for cooperation and collaboration, among Mason and CSUSB faculty and students with respect to school and organizational violence and other issues, topics and subjects of mutual interest and expertise.
 - c. Consideration of the prospective development of dual and collaborative academic programs, and other academic program collaborations.
 - d. Collaboration and exchange visits among Mason faculty and students to CSUSB and collaboration and exchange visits by CSUSB faculty and students to Mason for collaborative work on research and scholarship of mutual interest and as visiting scholars/faculty and visiting students.
 - e. Other activities and initiatives, such as program and project funding will be undertaken with mutual consent and subsequent formal agreement, focused on cooperation and collaboration among Mason faculty and students and CSUSB faculty and students.
3. **Implementation.**
 - a. Any such initiatives described in section 2 will be guided by future memoranda of agreement governing such activities. Such agreements shall specify necessary financial arrangements to support the activities prior to implementation and the expenditure of funds. Neither party guarantees specific funding for the activities under this Agreement and each party shall be responsible for their own costs associated with any initial program planning.
 - b. This Agreement and any supplemental agreements must comply with all Mason and CSUSB policies, as well as those of relevant accrediting agencies or government bodies.

4. **Coordinators.** Each Party shall designate a coordinator to oversee, facilitate, monitor, and report on the implementation of this Agreement. Major decisions and oversight responsibility will rest with the leaders of the respective institutions.

Coordinators for the College of Education and Human Development at George Mason University:

Stephanie F. Dailey, Ed.D.
Assistant Professor, Counseling Program
College of Education and Human Development
George Mason University
Email: sdailey@gmu.edu

Coordinator for The Jack Brown College of Business and Public Administration at Cal State San Bernardino:

Thomas McWeeney, Ph.D.
Director, Research Institute for Public Management and Governance
The Jack H. Brown College of Business and Public Administration
California State University, San Bernardino
Email: TMcWeeney@csusb.edu

5. **Future Cooperation.** Both Parties expect to continue discussions concerning possible future phases of their work together. This Agreement is entirely independent of future cooperation on subsequent phases, which will be separately evaluated and shall require separate memoranda of agreements.
6. **Approval.** This Agreement is contingent upon the approval, if appropriate, of the Southern Association of Colleges and Schools' Commission on Colleges (SACSCOC) and/or the State Council of Higher Education for Virginia (SCHEV).
7. **Term and Termination.** This Agreement shall continue for five (5) years, at which time the Parties may negotiate and consider a written renewal. Either Party may terminate this Agreement without cause upon providing written notice to the other Party no later than three (3) months prior to the date of termination.
8. **General.**
 - a. **Intellectual Property.** The Parties will ensure that intellectual property rights are fully addressed and agreed upon consistent with Mason and CSUSB policies and existing laws and regulations, prior to the initiation of each academic collaborative activity.
 - b. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written agreements. This Agreement can be modified or amended only by a writing signed by all of the Parties.

- c. **Severability.** Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- d. **Waiver.** The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right
- e. **Publicity.** Except as specifically provided for herein, neither Party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party. All requests for authorization must be received in writing by no later than ten (10) days in advance of the use date.
- f. **Independent Contractors.** The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein or in subsequent agreements, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Neither party sponsors, endorses, or makes any express or implied warranties for the other.
- g. **Nondiscrimination.** Both Parties agree not to discriminate on any basis prohibited under state or federal law or Mason policy or CSUSB policy.
- h. **Authorized Signatures.** The signatory for each Party certifies that he or she is an authorized agent to sign on behalf of such Party.
- i. **Conflicts of Interest.** No Mason employee may receive compensation from CSUSB unless authorized by Mason in writing. No CSUSB employee may receive compensation from Mason unless authorized by CSUSB in writing.
- j. **Force Majeure.** Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
- k. **Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or the State of California.
- l. **Third-Party Beneficiaries.** No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes

any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

- m. **FERPA.** All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).
- n. **Notice.** Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by internationally recognized overnight delivery service, or personally served upon the appropriate Party.

TO: Office of the Provost
George Mason University
4400 University Drive, MS 3A2
5200 Merten Hall
Fairfax, VA 22030

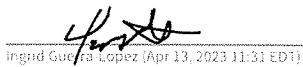
TO: Office of the Provost
California State University at San Bernardino
5500 University Parkway
San Bernardino, California 92407



Mark Ginsberg (Apr 13, 2023 12:05 EDT)

Mark R. Ginsberg, Ph.D.

Provost, Executive Vice President & Professor
George Mason University
Email: mginsber@gmu.edu



Ingrid Guerra-López (Apr 13, 2023 11:31 EDT)

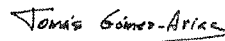
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Teresa Villa (Apr 14, 2023 14:15 PDT)

Teresa M. Villa, C.P.M., CPPB

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