

**AMENDMENT to PARTNERSHIP AGREEMENT
BETWEEN
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
AND
ACCELERATION ACADEMIES, LLC.**

THIS AMENDMENT, effective September 17, 2024 (the “Effective Date”), modifies and amends the **AGREEMENT** by and between **the Ector County Independent School District (“District”)**, and **Acceleration Academies, LLC. (“Acceleration Academies”)**, collectively “Parties”, previously entered into on September 21, 2021 (the “Initial Partnership Agreement”).

WHEREAS, the Parties desire to amend the “Initial Partnership Agreement” upon the terms and conditions set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Parties agree to amend the previously executed Initial Partnership Agreement as follows:

1. Section 3.7 is hereby deleted in its entirety and replaced with the following:

3.7. “Acceleration Academies agrees it will not solicit, employ, or contract the services of any District employee or contractor during this Agreement or within one year following the termination of this Agreement, absent District’s express written consent.”
2. Section 4.7 is hereby deleted in its entirety and replaced with the following:

4.7. “Acceleration Academies shall be compensated monthly under Section 12.1 of this Agreement for the education of each student who meets any three of the following four conditions in the applicable month:

 - A. The student receives a minimum of 12 hours per week of on-site (48 hours monthly) and remote instruction using methodologies which include 1:1 face-to-face instruction, small group instruction, full-group instruction, guided practice, on line instruction, lecture and group- led instruction and computer/direct face-to-face concurrent instruction;
 - B. The student receives a successful mandatory weekly "status check" consisting of individualized real-time interaction for a qualifying purpose. Qualifying purposes will include instruction, academic counseling, career counseling, and/or case management;
 - C. The student achieves academic progress of 40% or greater in an accredited program course;
 - D. The student earns 0.5 or greater academic credits in an accredited program course.”
3. A new Section 4.8. shall be added as follows:

4.8. “Compensation shall be additionally conveyed on a pro-rata basis in the event a student meets the criteria of Section 4.7 for two or more weeks in an applicable month.”

4. In Section 6.2, the text-

“In Attendance defined. A student is In Attendance on any day his or her participation in an Acceleration Academies’ program or activity meets the requirements of Paragraph 4.7(A), (B) or (C).”

is amended to read as follows:

“In Attendance defined. A student is In Attendance on any day his or her participation in an Acceleration Academies’ program or activity meets the requirements of Paragraph 4.7.”

5. Section 6.3 in the Initial Partnership Agreement shall be deleted in its entirety.
6. Section 6.4 in the Initial Partnership Agreement shall be re-numbered to 6.3.
7. In Section 13.3, the first sentence shall be modified to read as follows (the new language is underlined):

“Acceleration Academies shall submit to the District an annual report for each year of implementation, starting with the end of the first year of implementation.”

8. In Sections 13.4 and 13.5, the word “project” shall be replaced with the word “Program”.
9. Article 18 is hereby deleted in its entirety and replaced with the following:

“Neither Acceleration Academies nor District waives or relinquishes any defense or immunity on behalf of itself, its trustees, officers, employees, or agents as a result of the execution of this Agreement or the performance of the functions and obligation described herein.”

10. Section 22.1.b. is hereby deleted in its entirety and replaced with the following:

b. “By either Party hereto, with or without cause, in accordance with this Section 22.”

11. Article 23 NOTICE shall be amended as follows, with respect to the District’s contact information:

Attn: Superintendent
802 N. Sam Houston
Odessa, TX 79761
Superintendent@ectorcountyisd.org

12. In Article 24, the first sentence shall be modified to read as follows (the new language is underlined):

“No assignment of this Agreement or of any duty or obligation or performance or payment hereunder shall be made by either Party, in whole or in part, without the prior written consent of the other Party.”

Acknowledgement. Except as expressly supplemented and amended by the terms of this Amendment, all other terms and conditions in “Initial Partnership Agreement” that are not hereby amended remain in full force and effect and are hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be executed by its duly authorized agent.

Ector County ISD

Acceleration Academies, LLC

By: _____
Dr. Keeley Boyer
Interim Superintendent

By: _____
Kelli Campbell
Chief Executive Officer