

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

This Partnership Agreement is made on July 27, 2021 by the Ector County Independent School District ("District"), and Acceleration Academies, LLC ("Acceleration Academies").

**PREAMBLE**

- A. The District seeks to re-engage and educate students who remain eligible to receive District services but who require access to educators and academic content over extended hours daily, throughout an entire calendar year (not simply an academic year) and who may need highly individualized learning plans to structure their path to high school graduation.
- B. Acceleration Academies is prepared to make a long-term investment in the District and its community by securing and providing for District-identified students each of the following:
  - i. Appropriate physical sites within the community, approved by the District and specified in Exhibit 1, for serving District-identified dropouts;
  - ii. The full-time services of Acceleration Academies' certified teaching personnel, social workers and support staff as required to provide a minimum 10-hour per school day, 12-months per year recruitment, reengagement and education services to District-identified dropouts;
- C. Acceleration Academies' investment in the District and its community is for a minimum of a 2-year period, subject to the District's termination rights under this Agreement;
- D. Acceleration Academies shall bill for and receive compensation for its services on a monthly per-pupil basis in accordance with Section 4.7 of this Agreement.
- E. The District desires to have Acceleration Academies provide its services to student dropouts and other select students who are enrolled in school but lacking a significant number of credits required for graduation as compared to other similarly-aged students. All such students must be eligible to receive District services.

**TERMS AND CONDITIONS**

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, The District and Acceleration Academies agree as follows:

**1. PROGRAM DESCRIPTION**

1.1. Acceleration Academies will provide a community-based alternative education program ("Program") for the District's Eligible Students. "Eligible Students" mean current and former District students who:

- Are not high school graduates;
- Are in grades 9-12 or an under-credited, over-aged 8th grader;
- Qualify under State law for public education services from the District;
- Are not currently enrolled in an educational program within the District, or who the District has determined are at risk of abandoning education;

- Are referred to the Program by the District; and
- If State-required, are residents of the District.

New students may also seek admission into Acceleration Academy by first enrolling in the District school to which they would be zoned and then filing a request with the campus counselor to attend the Acceleration Academy program.

The Parties expect that eligible students shall receive academic services sufficient to satisfy the District's educational requirements for achieving a District-issued high school diploma.

1.2. The Acceleration Academies Program's instructional content and curriculum will be fully aligned to state standards. The District may, at its election, place into Acceleration Academies' Acceleration Academies Program students who are currently enrolled in District. Once a District student is placed in the Acceleration Academies Acceleration Academies Program, that student is expected to remain in attendance at the Acceleration Academies Program through graduation.

1.3. The Acceleration Academies Program will be included as an exit option in any District Dropout Prevention Plan or other District program for students at risk of abandoning education.

1.4. The Acceleration Academies Program shall be delivered to Eligible Students 12 months per year, and consist of research-based instructional methodologies within each academic day, which include 1:1 face-to-face instruction, small group instruction, full-group instruction, guided practice, online instruction, lecture and group-led instruction and computer/direct face-to-face concurrent instruction. Instruction shall be made available to Eligible Students generally 10 or more hours per academic day. The Acceleration Academies classes shall maintain an average daily attendance pupil/instructional staff ratio in compliance with State staffing requirements. Supervision and control of any student participating in an Acceleration Academies Program shall be the sole responsibility of Acceleration Academies while the student is attending an Acceleration Academies Program site.

1.5. To the maximum extent permitted by law, the District shall make available upon request of Acceleration Academies any and all educational records in its possession for Acceleration Academies' Program purposes. Such records include but are not limited to, academic assessments, psychosocial profiles, limited English proficiency reports, grade reports, attendance data, and cumulative records. It is understood that Acceleration Academies acts as the District's designated agent for meeting the academic, social and psychological needs of District students participating in the Acceleration Academies' program, and that as the District's agent, Acceleration Academies is bound by all confidentiality and privacy provisions of law governing the District. Specifically, Acceleration Academies shall comply fully with laws, policies and rules guaranteeing the confidentiality of student educational records and access thereto.

1.6. Acceleration Academies shall with the District ensure the legal entitlements of special students identified as exceptional and those who are limited English proficient, through Acceleration Academies' compliance with the Every Student Succeeds Act (ESSA), and with any District plan addressing limited English proficiency.

1.7. Acceleration Academies shall provide the District with its written procedures governing intake, evaluation, dismissal, and separation of Acceleration Academies' students. Dismissal or separation of any student shall be governed by the District's policies and the District's Student Code of Conduct.

1.8. Acceleration Academies shall adopt the District's Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures acknowledging an understanding of the rules and penalties for violating them. Acceleration Academies' administrative staff will meet quarterly or more as needed with the District's Administrative staff to discuss the Program and progress of its students. Acceleration Academies agrees to access publicly available Code of Conduct manuals for each student enrolled in the Program at the District website.

1.9. Any student enrolled in a District school who seeks to attend Acceleration Academies' Program cannot attend the Program without first obtaining express written approval of the District. Any approval—if given—shall be initiated by the campus principal and confirmed by the District's Executive Director of Student and School Support in an email directed to [dsundstrom@accelerationacademy.org](mailto:dsundstrom@accelerationacademy.org) or to another designee specified in writing by Acceleration Academies.

1.10. Acceleration Academies shall exercise best efforts to enable the District to qualify for maximum State funding for the students participating in Acceleration Academies' program. The Parties acknowledge and agree that time is of the essence in meeting their respective obligations under this Agreement.

## **2. FACILITIES**

2.1. Acceleration Academies agrees to provide educational services at various sites within the community (sites described with specificity in Exhibit 1). The number of sites will be determined by preliminary estimates of projected enrollments in the Acceleration Academies Program. Acceleration Academies agrees to maintain facilities in accordance with federal, state and local laws, city ordinances, and District policy. Each site selected by Acceleration Academies for use in the performance of this Agreement will be submitted to the District's Facilities Department representative for approval, and approval shall not be unreasonably withheld. The District agrees that it shall state with specificity the health or safety reason for any non-approval. Acceleration Academies welcomes District recommendations and/or suggestions of viable sites for the Acceleration Academies sites.

2.2. Acceleration Academies will comply with the standard requirements as specified for the Program use, as determined in the residing state's building code, Americans with Disabilities Act (Guidelines) and the National Fire Protection Association (NFPA) 101 Life Safety Code 2012 Edition (or latest edition). Acceleration Academies shall ensure that the property owner maintains current sanitation and health certificates and that all leased sites receive an annual fire inspection. Further, Acceleration Academies shall ensure that any Program site shall—at a minimum—establish and maintain safety, health and public welfare conditions comparable to those of other District campus sites.

### **3. ADMINISTRATIVE AND INSTRUCTIONAL STAFF**

3.1. All personnel providing services at Acceleration Academies' site(s) shall be Acceleration Academies' employees. Acceleration Academies shall identify an Acceleration Academies' administrator who shall have authority to make decisions on behalf of Acceleration Academies and who will represent Acceleration Academies, including but not limited to, in all required administrative meetings and training. In the event that such administrator is not available, an Acceleration Academies designee approved by the District may represent Acceleration Academies.

3.2. All Acceleration Academies' educators shall be certified teachers and shall meet the certification requirements as set forth in the state's Board of Education Rules governing professional standards. Further, Acceleration Academies' assigned classes shall be in accordance with the state Course Code Directory. All Acceleration Academies employees, appointees, or agents who come into contact with students as part of any Acceleration Academies Program must submit to a background check at Acceleration Academies' expense in a manner prescribed by the District. Acceleration Academies agrees to remove any person providing services to students under this Agreement who does not meet the standards under District Board Policies and administrative procedures on criminal background checks and employee history checks.

3.3. Acceleration Academies shall employ a minimum of one Special Education certified teacher to develop, implement and determine mastery of the Individual Educational Plan (IEP) goals for special education students, who shall participate in admission and exit conferences, IEP preparation and staffing, and maintaining special education compliance for special education students. Acceleration Academies shall promptly notify designated District personnel and complete all appropriate forms and paperwork in the event that any Acceleration Academies teacher or staff suspects that a particular District student in the Program may have a disability which may qualify that student for special education services. It is understood that Acceleration Academies shall provide all appropriate educational IEP and special needs accommodations, if any, while the District shall provide all appropriate clinical IEP and special needs accommodations, if any. For purposes of this Agreement, "clinical" means medical, psychiatric, and health-related services traditionally provided by a licensed professional who is not rendering full-time services as an educator.

3.4. Acceleration Academies shall promptly notify the District's designated ESOL personnel of ESOL enrollment, or language proficiency assessment and continuance of ESOL services.

3.5. Acceleration Academies shall employ appropriately certified substitute teachers for permanent instructional personnel who are temporarily absent due to illness or personal reason. Additionally, Acceleration Academies accepts full responsibility for ensuring that appropriate student/faculty staffing ratios are met regardless of any temporary or extended absence of one or more instructional personnel.

3.6. Acceleration Academies shall provide its teachers with up to ten (10) paid hours annually during which they may upgrade skills through participation in District sponsored or

Superintendent's designee-approved Acceleration Academies in-service activities. The cost of such activities, if any, shall be borne by Acceleration Academies. Acceleration Academies shall assume responsibility for the credentialing of its employees, including, but not limited to, paying costs associated with participation in a Professional Orientation Program.

3.7. Soliciting, employing or contracting the services of any District employee or contractor during this Agreement or within one year following the termination of this Agreement, absent District consent, is hereby forbade.

#### **4. STUDENT EVALUATION AND ACADEMIC PERFORMANCE REQUIREMENTS**

4.1. Acceleration Academies shall conduct an academic assessment of each student upon intake. The results of this assessment combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in Acceleration Academies' Educational Program. Acceleration Academies shall design a student schedule outlining a course of study that the student is to follow. All courses offered must lead toward a standard high school diploma approved by the District. Acceleration Academies agrees to use the District or State course matrices. All Acceleration Academies students shall be subject to the District's or State's approved academic credit standard for a high school diploma. If appropriate, Special Education students shall be subject to curriculum modifications as stated in applicable student IEPs to enable the student to meet the requirements of a high school diploma.

4.2. Subsequent to the review of academic history, Acceleration Academies shall develop an Academic Intervention Plan (AIP) with each student that identifies the academic needs of the student stated as short term and long-term academic goals. The AIP shall be reviewed and revised with the student participating on regularly scheduled intervals.

4.3. Acceleration Academies agrees to prepare students for any end-of-course examinations, and any other District-wide mandated assessment by ensuring that each Acceleration Academies teacher delivers appropriate instruction.

4.4. Acceleration Academies agrees to administer end-of-course examinations, and other District-wide mandatory tests on-site, proctored only by Acceleration Academies' staff members certified to meet all legal mandates and State policies. All course grading shall use the identical formula for course grading used in the District's traditional high schools (e.g., a letter grade shall be issued if comparable courses in District high schools provide a letter grade).

4.5. Acceleration Academies shall maintain individual achievement records in a form prescribed by the District for each student. Included therein must be a record specifying which competencies have been mastered, the date on which mastery was achieved, and the signature of the certified teacher verifying mastery.

4.6. Acceleration Academies shall make available a quiet, private room for District sponsored psychological evaluations and Special Education and/or ESOL interviews or parent/teacher meetings.

4.7. Acceleration Academies shall use its best efforts to assure that each student in Acceleration Academies' program shall:

- A. Receive instruction in accordance with state and federal law, which shall include at a minimum average of 43,200 minutes per annum receiving academic content through instructional 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. Complete a successful 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. Within three months earn one or more of the following:
  - (i) a high school diploma
  - (ii) at least .25 high school credits.

## **5. CONTENT, CURRICULA AND DISTRICT TEXTS/MATERIALS**

Acceleration Academies' Program shall employ Acceleration Academies-approved and/or Acceleration Academies-established educational content and curricula aligned to District and state standards, in accordance with Paragraph 1.2, above.

## **6. ATTENDANCE, MEMBERSHIP & DIPLOMA/GRADUATION PROTOCOL**

6.1. Acceleration Academies personnel shall be subject to all confidentiality protocols applicable to District staff. The Parties acknowledge that time is of the essence, and that immediately upon execution of this Partnership Agreement, the District shall, without delay, commence training of Acceleration Academies' designated personnel on accessing, inputting data and obtaining relevant information from the District's *Student Information System (SIS)*. The Parties acknowledge that such training is crucial to this Agreement, and crucial to timely and effectively meeting the needs of students. Further, the District expressly warrants that it will provide designated Acceleration Academies' personnel—to the maximum extent possible—sufficient login and password rights to enable Acceleration Academies to timely do all of the following:

- Register and schedule Eligible Students into applicable State and District student information systems.
- Enter relevant student data into those applicable information systems.
- Report attendance and grades through those applicable information systems.
- Access relevant Eligible Student records contained in those applicable information systems.

Acceleration Academies agrees to comply with state's attendance protocols and requirements. Acceleration Academies agrees to take attendance daily and forward information to the

appropriate District designee on an agreed upon timeline. Acceleration Academies will provide the appropriate computer hardware and the District will provide the SIS programming and software, along with the required training, to Acceleration Academies' designated personnel.

6.2. Acceleration Academies' Full Time Equivalent Membership (FTE) shall be counted monthly.

**Membership defined.** A student is in Membership when he/she is officially assigned by the District to an Acceleration Academies course or Program.

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

A student in Membership remains In Attendance until formally withdrawn. The District agrees that it will provide Acceleration Academies appropriate access to its SIS software program as necessary to enable Acceleration Academies to timely enter FTE data. All course identification must be accurate (e.g., must specify State approved course number, section number, period number, days per week and class minutes).

6.3. "Enrollment" and "Presence" factors:

- a) The criteria for determining whether a student is enrolled in an Acceleration Academies' program is identical to the criteria for determining whether a student is enrolled in a District traditional/general education program.
- b) The criteria for determining whether a student is "present" in an Acceleration Academies' program is identical to the criteria for determining whether a student is "present" according to Texas Education Code.
- c) The presence, absence, or tardiness of each student shall be checked, each day, and recorded daily in the District's automated student attendance record-keeping system. To comply with the rules, a pupil is "in attendance" if he or she meets District attendance protocols governing the District's general education/traditional high schools (e.g., authorized attendance at an off-site field trip event constitutes "attendance.")

6.4. Because Acceleration Academies is a program and not a stand-alone high school, each Acceleration Academies' student who meets all District requirements for a high school diploma shall be designated, for graduation rate calculation and analyses, a graduate of the most recent District high school that the student attended. If he or she had not previously attended a District high school, the high school at which the student would be zoned to attend based on the student's current residence may be designated.

## 7. STUDENT RECORDS

7.1. Acceleration Academies will prepare and maintain records relating to the students and the Program in accordance with the District's daily quality record requirements. Records will include demographic data, test scores, discipline records, attendance, withdrawal (leave) code documentation and other appropriate information. Acceleration Academies shall convey such

information confidentially and directly to the District using protocols and technology reasonably requested by the District.

7.2. Acceleration Academies understands that the District must have access to copies of student administrative and educational records to effectively participate in this Agreement. Acceleration Academies agrees to provide the District access to all student, administrative, educational and financial records required to monitor and evaluate the effectiveness of Acceleration Academies' Program. Acceleration Academies agrees to allow the District to access to all facilities, including classrooms, during all regularly scheduled operation hours.

7.3. The District and Acceleration Academies agree that each will at all times remain in compliance with the Family Educational Rights and Privacy Act. In the event that the District is compelled by law to furnish information or records in the possession of Acceleration Academies, Acceleration Academies promptly shall furnish such information and records to the District and the District shall have the right to release such information and records to the extent that the release is lawfully required.

## **8. TRANSPORTATION & FOOD SERVICES**

8.1. If necessary—and only as required under existing State and District protocols governing District transportation of its students—the District shall provide student transportation to and from Acceleration Academy Program sites. However, if transportation needs of Acceleration Academies' students cannot be met under those protocols, the Parties agree to engage in good faith efforts to determine transportation options to reasonably meet those needs. The use of ECISD student transportation services may result in additional costs to Acceleration Academies, which will be “charged back” to Acceleration Academies through a reduction in the monthly revenues paid to Acceleration Academies.

8.2. For each student attending Acceleration Academies' Program who qualifies for free or reduced-cost food/nutritional services, the District shall provide such services in accordance with Federal and State requirements governing District students. It is understood that daily delivery of pre-packaged meals (e.g., sack lunches) may be sufficient to meet such requirements.

## **9. MEDIA**

Acceleration Academies shall implement and comply with all District policies and procedures governing or affecting media and its usage.

## **10. DISTRICT RESPONSIBILITIES**

10.1. On the first Monday of every month, the District shall provide Acceleration Academies its most recent and updated list (e.g., withdrawal list, Did-Not-Enroll (“DNE”) list, etc.) of students/former students who have dropped-out (withdrawn) from school, who remain eligible for participation in the Acceleration Academies Program and are pre-approved to enroll. This list will include students with the following district-coded distinctions:

- Did Not Enroll in new semester



- Any student age 16 or older who leaves school voluntarily with no intention of returning and has filed a formal declaration of intent to terminate school enrollment
- Any student who received a certificate of completion. The student met the minimum credits and local requirements, but did not pass the state approved graduation test or an alternate assessment, and/or did not achieve the required GPA (where applicable)
- Any 8-12 grade student withdrawn from school due to court action
- Any 8-12 grade student who is withdrawn from school due to nonattendance
- Over-aged 8<sup>th</sup> grader
- Any 8-12 grade student whose whereabouts is unknown
- Any 8-12 grade student who withdraws from school to attend a Home Education (homeschool) program
- Any student who withdraws from school to enter the adult education program prior to completion of graduation requirements

The District understands and acknowledges that *time is of the essence in its development and production of each list and list update*. At a minimum, this list shall contain the following data for each individual identified student/former student:

- Complete name
- Last-known address and phone numbers (student's cell, parent's home and cell if available).
- Credits earned-to-date
- Date of last attendance
- Age
- Any other student-related information that the District determines relevant.

10.2 The District shall inform all District guidance counselors of Acceleration Academies' programs at the start of each academic year.

10.3. The District shall monitor the performance and services provided by Acceleration Academies in accordance with performance standards outlined in this Agreement. Student performance and student attendance standards shall be identical to those applicable to similarly situated students in the District's traditional high schools.

10.4. The District shall reasonably assist in arranging for Acceleration Academies teachers and/or staff to participate in District staff development activities, both mandatory and optional.

10.5. The District shall include the Acceleration Academy program on its website, invite representatives from the program to participate in district open house and other district-sponsored events and provide other opportunities to support program recruitment efforts.

10.6. The District shall meet quarterly or more as needed with Acceleration Academies' Administrative staff to discuss the Program and progress of its students.

10.7. The District shall perform any required multi-factored evaluations which may be utilized by Acceleration Academies special education personnel to develop IEP's for students with disabilities in accordance with Paragraph 3.3. Acceleration Academies shall provide the

academic component of these IEP's while the district shall provide any required clinical or non-academic services.

10.8. The District shall expedite any Acceleration Academies' request for all data entry rights necessary to enable Acceleration Academies to timely enter required student data into District automated data systems.

10.9. The District shall refrain from doing the following without the express, written consent of Acceleration Academies:

- a) Appropriating or using any of the intellectual or other property of Acceleration Academies;
- b) Soliciting, employing or contracting the services of any Acceleration Academies' employee or contractor during this Agreement or within one year following the termination of this Agreement, absent Acceleration Academies' consent.

## **11. FINANCIAL RECORDS, RELATED DATA AND PROCESSES**

11.1. Acceleration Academies shall maintain all financial records related to each educational service Acceleration Academies provides under this Partnership Agreement for the applicable period required by law.

11.2. During the Term of this Agreement, the District may at its option arrange for an independent audit of funds it is paying or has paid to Acceleration Academies under this Agreement. Such an independent audit would be at the District's sole expense, and performed during regular business hours upon reasonable notice. If the District issues a written audit report, Acceleration Academies shall be provided a reasonable opportunity to submit a written response to it. The District shall ensure that a written audit report, if any, is combined with Acceleration Academies' written response in any publication or report that is subject to the State's applicable Public Records Act or Freedom of Information Act.

## **12. COMPENSATION**

12.1. For each month of a 12-month calendar year, compensation for Acceleration Academies' Program services under this Agreement shall be on a per pupil basis of \$583.00 per month for each participating student who has, for the applicable month, met the conditions/requirements specified in Paragraph 4.7 of this Agreement. A partial pro-rata monthly payment will apply to any student who enters Acceleration Academy after the first of the month or withdraws from Acceleration Academy prior to the end of the month.

## **13. REPORTS AND EVALUATIONS**

13.1. Acceleration Academies shall submit to the District within thirty (30) days after the execution of this Agreement the most recent financial statement of its assets and liabilities in the form of an independently audited financial report.

13.2. In accordance with Paragraph 11, Acceleration Academies will maintain and retain throughout the term of this Agreement and for any period required by law, financial information that discloses use of funds received from the District. In the event of a State, Federal or Local Unit of Government audit of the District regarding expenditures of State, Federal or Local Unit of Government funds, Acceleration Academies shall make available for inspection such financial information as required by the State Department of Education or other applicable auditing agencies.

13.3. Acceleration Academies shall submit an annual report of each year of implementation, starting with the end of the first year of implementation. The annual report shall contain basic demographic data, attendance rates, enrollment data, and achievement data on all participating students. Student achievement data shall include, but not be limited to, the number of credits earned by each student, the number of students participating in the Program, and the number of graduates exiting the Program.

13.4. Acceleration Academies shall provide the District with a final summative project report at the completion of the Agreement's Term. The report shall include, but will not be limited to, project background information, a description of the project implementation, and all relevant accomplishments and conclusions.

13.5. The District reserves the right to conduct its own evaluation of this project at any time in accordance with Paragraph 4.7 to verify effectiveness.

13.6. Acceleration Academies and the District intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the Program. Unless otherwise required by law, no reports or evaluations created pursuant to this Agreement may be released to third parties without prior written consent of District; the District affirms that its consent will not be unreasonably withheld.

#### **14. EFFECTIVE DATE, TERM AND AMENDMENTS**

14.1. This Agreement shall become effective upon being signed by the District's Superintendent, School Board Chairperson and an Acceleration Academies-authorized agent ("Effective Date").

14.2. Term. The Term of the Agreement (which shall include any renewal period) shall begin on the Effective Date and continue for a period of twenty-four (24) months; the Term may renew annually thereafter if the requirements of Paragraph 4.7 are met, subject to the mutual consent of the Parties. Either party may provide the other party with written notice of nonrenewal at least 6 months before a renewal date. Further, the Term shall be subject to the early termination provisions of Paragraph 22 below.

14.3. The Parties agree to review this Agreement annually, and either party may request amendments. An amendment may be made only in a writing that conforms to all formalities of this Agreement.

15. *(Paragraph 15 intentionally omitted.)*

## **16. RELATIONSHIP OF THE PARTIES**

It is understood and agreed that Acceleration Academies is providing its partnership services as an independent contractor and that neither it, nor any employee or agent of Acceleration Academies, shall be deemed, for any purpose, to be an employee (paid or volunteer) or agent of District. This Agreement does not create a joint venture under State law. Acceleration Academies assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Agreement. Acceleration Academies shall remain solely responsible for the supervision, daily direction, control, and compensation (including withholding of income taxes and social security contributions, as applicable), of its employees, volunteers and agents. In no event shall either Party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

## **17. INSURANCE**

Acceleration Academies agrees to provide and maintain, during the term of this Agreement, automobile liability (if applicable), general liability, professional liability for errors and omissions, and workers' compensation insurance in amounts reasonably required by the District. Acceleration Academies will provide the District with original or copies of certificates of insurance evidencing insurance and coverage amounts. Such certificates shall provide that the District will receive thirty (30) days prior written notice before cancellation or alternation of any coverage shown. The District will be added as an additional insured on the automobile liability and general liability policies. District shall be provided a Waiver of Subrogation on the automobile liability, general liability, and workers' compensation insurance.

## **18. NO WAIVER OF DEFENSES**

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

## **19. NO WAIVER OF BREACH**

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of the breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

## **20. RIGHTS IN PROPERTY**

All title to Acceleration Academies supplies, equipment furniture, and records shall remain the sole property of Acceleration Academies. All title to District furnished supplies; equipment, furniture, materials and/or textbooks shall remain the sole property of District.

## **21. PROPRIETARY INFORMATION**

21.1. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District shall be owned by the District, and any materials created exclusively by Acceleration Academies shall be its own proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials, but each party has a license to use the other party's proprietary materials for the entire term of this Agreement so long as prior written approval is secured from the other Party and proper attribution is made. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

21.2. The District recognizes and understands that Acceleration Academies maintains as confidential information respecting its Programs and methods, including, without limitation, its written course of instruction, manuals, business model, and education plan. The District agrees that it will not appropriate any such information to its own use except with written permission from Acceleration Academies, and that it will not voluntarily disclose any of such information to any third party without the prior written consent of Acceleration Academies. The District agrees that it will surrender such information only where required to do so by the Open Records laws of the State in which it is situated. In the event the District receives an Open Records Law request seeking any information about Acceleration Academies' methods and procedures, or which would necessarily involve disclosure in order to honor the request, the District will give Acceleration Academies written notice of the request three business days before responding to the request.

21.3. District warrants and agrees it will not appropriate Acceleration Academies' Program, use without authorization, or allow others to access Acceleration Academies' intellectual property.

## **22. TERMINATION**

22.1. The Agreement may be terminated prior to expiration of the Term as follows:

- a. By mutual written Agreement of the parties hereto, which Agreement shall state the effective termination date and any other terms and conditions of that termination.
- b. By either Party hereto, with or without cause, in accordance with Paragraph 14.2 above.
- c. Immediately, by either Party, hereto, upon a breach of the terms of this Agreement—a breach that includes but is not limited to Acceleration Academies' noncompliance with Paragraph 4.7 of this Agreement—after first providing the other Party written notice specifically identifying the breach and permitting the other Party thirty (30) calendar days to remedy the identified breach.

22.2. In the event of a District early termination without cause, the District agrees to pay the following documented costs incurred by Acceleration Academies as a result of the no-cause termination: (i) leased premises early-termination fees and penalties, up to \$\_\_\_\_\_, and (ii) software licensing termination costs, up to \$\_\_\_\_\_. Acceleration Academies agrees it must take all steps reasonably necessary to minimize any cost to the District under this Paragraph 22.2.

### **23. NOTICE**

Any notice required under this Agreement shall be in writing and shall be duly served when it is either e-mailed to the applicable Party's e-mail address below, OR:

- a. Hand-delivered to the street address specified below for the addressee;
- b. Deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the street address specified below for the addressee:

**To the District:**

Attn: Dr. Scott Muri  
802 N. Sam Houston  
Odessa, TX 79761  
[scott.muri@ectorcountyisd.org](mailto:scott.muri@ectorcountyisd.org)

**To: Acceleration Academies**

Attn: Mr. Mark A. Graves  
191 Wacker Dr. Suite 800  
Chicago, IL 60606  
[mgraves@accelerationacademy.org](mailto:mgraves@accelerationacademy.org)

Either party may designate a different address by providing the other party ten (10) days' prior written notice in the manner provided above.

As a matter of convenience, both Parties agree to make good faith efforts to signal the importance any E-mail correspondence concerning material matters related to this Agreement by using the terms "IMPORTANT CONTRACT NOTICE" in the subject line.

### **24. NO ASSIGNMENT**

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 consent of the other Party. Such consent shall not be unreasonably withheld.

### **25. SECTION HEADINGS**

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

**26. GOVERNING LAW**

This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas.

**27. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either party.

**28. COMPLETE UNDERSTANDING**

This Agreement shall constitute the complete understanding of Acceleration Academies and District, and may not be modified in any manner without the express written consent of both Parties.

**29. PERFORMANCE OF WORK**

Acceleration Academies shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of its work required by this Agreement all at Acceleration Academies' sole cost and expense.

**30. COUNTERPARTS**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. An electronic or facsimile copy of this Agreement shall have the same effect as an original.

**31. AUTHORITY**

Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement to be effective on \_\_\_\_\_, 20\_\_.

**Ector County ISD**

**Acceleration Academies, LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Mark A. Graves  
President

**SCHEDULE A**

**PAYMENT METHODS**

**The District shall convey monthly compensation by check issued to Acceleration Academies and mailed on or before the 15th of each calendar month during the Term of this Agreement;**

**OR**

**The District shall convey monthly compensation via ACH transmittal:**

On the 15th of each calendar month thereafter during the Term of this Agreement, the District shall convey to Acceleration Academies through ACH transmittal the sum of \$\_\_\_\_\_. It is understood that this sum may be modified within 30 days following each student attendance count day to adjust for any overpayment or underpayment made during the preceding count period.

Acceleration Academies' designated Financial Institution for ACH transmittal:

Financial Institution mailing address: \_\_\_\_\_

Transit/Routing ABA Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Acceleration Academies' FEIN: 47-1906410.