

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

This Partnership Agreement is made on _____, 2024 by DeKalb County School District ("District"), and Acceleration Academies, LLC ("Acceleration Academies").

PREAMBLE

- A. The District seeks to re-engage students that have dropped out of school through the provision of educational opportunities;
- 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. An appropriate physical site within the community for serving District-identified disengaged students;
 - 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 disengaged students;
- C. Acceleration Academies' investment in the District and its community is for a minimum of a 3-year period unless terminated sooner as detailed below;
- D. Acceleration Academies shall bill for and receive solely those funds available to the District from State, Federal and Local Units of Government for the education of District students served by Acceleration Academies ("Student Funding" as defined Paragraph 12.1);
- E. The District desires to have Acceleration Academies provide its services to disengaged students who are 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 an alternative education program ("Program") for the District's Eligible Students. "Eligible Students" include current and former District students who meet one or more of the following criteria:

- Are not high school graduates;
- Are in grades 9-12 or an under-credited, over-aged 8th grader;
- Are at-risk for being withdrawn from the District due to truancy or chronic absenteeism;
- Qualify under State law for public education services from the District;
- Are previously homeschooled;
- Are impacted by the Juvenile Justice System;

- Are recommended for behavioral/discipline programming;
- Are not currently enrolled in an educational program within the District; or
- Are referred to the Program by the District or their comprehensive high school; and
- If State-required, are residents of the District

New students into the school district may also enroll directly into Acceleration Academy.

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 place into Acceleration Academies' Program students who are currently enrolled in the District when Acceleration Academy is determined by both parties to be the most appropriate fit for that student. Once a District student is placed in the Acceleration Academies Program, that student becomes enrolled in the Acceleration Academies Program. All Federal, State, and Local funding available for funding that student's education shall follow that student pro rata.

1.3. The Acceleration Academies Program will be included as an exit option in the District's Dropout Prevention Plan.

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. 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 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, grade reports, attendance data, and cumulative records. The Acceleration Academies Program shall comply fully with laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.

1.6. Acceleration Academies shall in partnership 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 upon request.

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. The District will provide Acceleration Academies with available Code of Conduct manuals for each student enrolled in the Program.

1.9. 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 one or more sites (if mutually agreed upon) within the community. 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 meet all applicable State of Georgia requirements and additionally shall 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.

3. ADMINISTRATIVE AND INSTRUCTIONAL STAFF

3.1. 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, all required administrative meetings and training. If 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 encounter 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. Based on enrollment data, 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 if 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. Because the District serves as LEA, when the District and Acceleration Academies confirm that the Program is determined the most appropriate placement for meeting the needs of a student with a disability, it is understood that Acceleration Academies shall provide all appropriate IEP and special needs accommodations, in compliance with the requirements of Section 504 of the *Rehabilitation Act of 1973*.

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 remote academic support for permanent instructional personnel who are temporarily absent due to illness or personal reason.

3.6. Acceleration Academies shall ensure that each Eligible Student participating in its program is in compliance with all applicable District vaccination protocols.

4. STUDENT EVALUATION

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, each non-ESE student shall have developed a Personalized Learning Plan (PLP) that shall identify the academic needs of the student stated as short-term and long-term academic goals. The PLP 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. Each student in Acceleration Academies' program shall be provided, over extended hours in a 12-month academic year, accredited curriculum and instruction that include rigorous instruction, counseling, career counseling, and/or case management. Additionally:

- A. Each student shall receive regularly scheduled Case Management services from Acceleration Academies' staff as documented in Acceleration Academies' proprietary system (MyIncites) consisting of a description of each action/interaction affecting the student.
- B. Each Student shall demonstrate adequate academic progress as assessed by accredited and State approved assessment provider Edmentum.

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 applicable information systems.
- Access relevant Eligible Student records contained in those applicable information systems.

Acceleration Academies agrees to comply with the 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 Programming and software, along with the required training, to Acceleration Academies’ designated personnel.

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

A student in Membership remains in Attendance until formally withdrawn. The District agrees that it will provide Acceleration Academies full and immediate access to all technology necessary to enable Acceleration Academies to timely enter necessary data. This access is dependent upon Acceleration Academies adhering to all applicable District administrative procedures related to student and school system data confidentiality and privacy.

All course identification must be accurate (e.g., must specify State approved course number, section number, if applicable).

6.3. “Enrollment “Criteria: The criteria for determining whether a student is enrolled in an Acceleration Academies’ program is comparable to the criteria for determining whether a student is enrolled in a District traditional/general education program.

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 boundary high school that the student attended. Any required State testing shall occur at each secure Acceleration Academies’ site in accordance with District and State protocols unless otherwise directed by the District.

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 all facilities, including classrooms, during all regularly scheduled operation hours.

7.3. Acceleration Academies understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. Acceleration Academies further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Acceleration Academies shall regard all student information as confidential and will not disclose student information to any unauthorized third party. If 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.

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 withdrawn from the district and may 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 a new semester.
- Any student aged 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 8-12 grade student withdrawn from school due to court action.
- Any 8-12 grade student who is withdrawn from school due to non-attendance.
- Over-aged 8th grader.
- Any 8-12 grade student at risk for being withdrawn from the District due to truancy or chronic absenteeism.
- Any 8-12 grade student who is homeschooled.
- Any 8-12 grade student who is impacted by the Juvenile Justice System.
- Any 8-12 grade student who recommended for behavioral/discipline programming.
- Any 8-12 grade student whose whereabouts are unknown.
- Any student who withdraws from school to enter the adult education program prior to completion of graduation requirements.
- Any student who does not meet graduation requirements upon their graduation cohort date.

The District understands and acknowledges that *time is of the essence in its development and production of each list and list update*. By including the student and/or guardian on the list of eligible students, the district confirms that it has received opt-in permission from the student and/or guardian for Acceleration Academies to contact those students via email, text message, and/or phone. 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
- Date of Birth
- Email addresses of the student and their emergency contacts
- 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. The District may refer any disengaged student to an Acceleration Academies' program. Funding for any student referred to Acceleration Academies under this section 10.2 shall follow the student pro rata. However, such pro-rata funding shall be paid in accordance with the 12-month funding protocols specified in Section 12.1 below.

10.3. The District shall assist in arranging for Acceleration Academies teachers and/or staff to participate in District staff development activities, both mandatory and optional, and classroom visitations and observations as requested.

10.4. 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.

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

10.6. The District shall perform any required multi-factored evaluations and develop IEP's for students with disabilities. Acceleration Academies shall provide the academic component of these IEPs while the district shall provide any required clinical or non-academic services.

10.7. 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 State or District automated data systems.

10.8. The District shall diligently act to ensure that it receives maximum Federal, State, and Local per-student funding available for each Eligible Student being served by Acceleration Academies.

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.

10.10 The District shall provide Acceleration Academies limited editing access to the District's student information system to solely enable Acceleration Academies to input academic data (course completions) and register students into the program.

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 three (3) years.

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 reasonable 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.

11.3. The District shall act as the agency through which all third-party (e.g., State, Federal and local) funds will pass through in the process of compensating Acceleration Academies for its services under this Agreement. The District shall take all necessary steps and use its best efforts to obtain all Federal, State, and Local funding available for its students being served by Acceleration Academies.

12. SERVICES DISBURSEMENT CALCULATION

12.1. The District's disbursement to Acceleration Academies for all of Acceleration Academies' services under this Agreement shall be, in Year One, Base of \$600 per month per Eligible Student receiving Acceleration Academies services for up to 200 Eligible Students, plus applicable supplemental funding as specified in Schedule A for Special Education and English As A Second Language services. In each renewal year, services disbursement shall be increased by 3%. It is understood that the parties intend an initial one-year term and the option for the District to renew Acceleration Academies' services for at least two additional one-year terms. The District's maximum disbursement and maximum possible debt to Acceleration Academies for all of Acceleration Academies' services under this Agreement shall be limited to the amount authorized by the Board of Education of DeKalb County during the applicable term year. It is understood, however, that if more than 200 Eligible Students are to be served by Acceleration Academies in an applicable term year, the Board of Education of DeKalb County will meet in good faith to vote to authorize disbursement for the education of those students in excess of 200, at levels consistent with per pupil funding specified in this Agreement. Acceleration Academies is not bound to serve more than 200 Eligible Students unless sufficient funding is authorized and allocated by the Board of Education of DeKalb County and Acceleration Academies agrees to do so.

13. REPORTS AND EVALUATIONS

13.1. In accordance with Paragraph 11, Acceleration Academies will maintain and retain throughout the term of this Agreement and for a period of at least three (3) years thereafter, 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.

13.2. Upon District request, 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.

13.3. If requested, Acceleration Academies will 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.

13.4. The District reserves the right to conduct its own evaluation of contract performance at any time in accordance with Paragraph 4.7 to verify effectiveness. 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 binding on the Parties upon being signed by the District's Superintendent, School Board Chairperson and an Acceleration Academies-authorized agent. The date Acceleration Academies' services shall commence is _____ (the "Effective Date").

14.2. **Term.** The Term of the Agreement (which shall include any renewal period) shall begin on the date Acceleration Academies begins serving students and continue for a period of One Year (12 months); the [District shall have two (2) one-year renewal options which it may exercise at the District's sole discretion. Further, the Term shall be subject to the early termination provisions of Paragraph 22 below.

In accordance with applicable law to include O.C.G.A. § 20-2-506 et. seq., this Agreement shall be deemed to terminate at the end of the calendar year in which it was executed (December 31st) but, at the option of the District, shall be deemed to automatically renew for the duration of the then current Term until the End Date under the same terms of this Agreement, unless terminated earlier by the Parties in accordance with this Agreement.

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

15. Dispute Resolution. In the event of a dispute of any nature between the Parties, including any dispute or claim arising from their contractual relationship or the termination of their contractual relationship:

- (i) Each Party (which includes officers, directors and/or employees of each Party) agrees to enter into negotiation to resolve any dispute. Both parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time.

Each Party agrees that this Dispute Resolution Section shall govern any and all disputes between the Parties that may arise under this Agreement. If any phrase or sentence of this Dispute Resolution Section is held to be prohibited, void or unenforceable, only that phrase or sentence shall be ineffective, and only to the extent of such prohibition (the prohibition shall not invalidate the remaining provisions of this Paragraph). This Dispute Resolution Paragraph shall survive and

remain in effect after the Parties' relationship under this Agreement ends. A successor or assignee of rights/duties under this Agreement shall be bound by this provision.

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 listed on Schedule B. Acceleration Academies will provide the District with original or copies of certificates of insurance evidencing insurance and coverage amounts prior to implementing the terms and conditions of this Agreement. 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. The 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 a result 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 titles 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 the District.

21. PROPRIETARY INFORMATION

21.1. The District recognizes and understands that Acceleration Academies maintains 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.

21.2. 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

The Agreement may be terminated prior to the 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. Upon either Party's sixty (60) days' written notice to the other Party of the other Party's specified material breach of this Agreement, unless within such 60-day period the other Party has cured the breach specified in the notice.
- c. In accordance with applicable law to include O.C.G.A. § 20-2-506 et. seq., the Parties further agree that this Agreement may be terminated immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the District under the Agreement. The District shall employ all steps reasonably necessary to seek future appropriations for the Services, and the District may not exercise its right to terminate for non-appropriation simply to substitute the Services with those of an alternative provider. The District may not rely on non-appropriation to avoid payment for Services rendered.

23. NOTICE

Any notice required under this Agreement shall be in writing and shall be duly served when it is both e-mailed to the applicable Party's e-mail address below with the words IMPORTANT CONTRACT NOTICE printed on the subject line, AND additionally:

- 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: DeKalb County School District
Attn: _____
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

To: Acceleration Academies Acceleration Academies
Attn: David Sundstrom
910 West Van Buren, Suite 315
Chicago, IL 60607
dsundstrom@davidmsundstrom.org

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

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. "Assignment" does not include any transaction involving ownership of stock in—or assets of—Acceleration Academies if Acceleration Academies primary functions and essential educators and staff remain substantially unchanged.

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 Georgia.

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 _____, 2024.

DeKalb County School District

Acceleration Academies, LLC

By: _____
Name:
Title:

By: _____
Kelli Campbell,
Chief Executive Officer

SCHEDULE A

1. ACH transmittal of monthly payments:

Commencing _____, the District shall convey to Acceleration Academies through ACH transmittal the sum specified in the monthly billing statement provided by Acceleration Academies, based on students served for the preceding month.

In order to set up ACH transmittal, Acceleration Academies shall complete the attached ACH Payment Form and provide a voided check mailed to:

_____.

2. BASE AND SUPPLEMENTAL FUNDING:

Base Funding per Eligible Student shall be \$600.00 per month as authorized by the Board of Education of DeKalb County. Supplemental funding for the education of each Eligible Student qualified to receive Special Education and/or English As A Second Language services shall be in the amount allocated by the State of Georgia for those services in each applicable year, the amount of which is not under the control of the District.

Funding	Annual Amount	Per Month
TOTAL BASE FUNDING PER STUDENT	\$7,200.00	\$600.00
Supplemental Funding Available based on identified services		
ESOL	\$ _____	\$ _____
Special Education - Category I	\$ _____	\$ _____
Special Education - Category II	\$ _____	\$ _____
Special Education - Category III	\$ _____	\$ _____
Special Education - Category IV	\$ _____	\$ _____
Special Education - Category V	\$ _____	\$ _____

SCHEDULE B

Minimum Insurance Coverage Requirement

Type of Insurance

Coverage Limits

Comprehensive General Liability Including Contractual Liability, Professional Liability for errors and omissions, Bodily Injury, Property Damage, And Worker's Compensation.	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$1,000,000 Combined Single Limit each accident
Umbrella Liability/Excess Liability	\$2,000,000 occurrence \$2,000,000 aggregate
Workers Compensation and Employer's Liability	Statutory Coverage A \$1,000,000 per accident