



ACCELERATION ACADEMIES

Expect Your Success

AGREEMENT BETWEEN THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AND ACCELERATION ACADEMIES, LLC.

This Agreement ("Agreement" or "Contract") is made on _____, 2018 by The School Board of Sarasota County, Florida ("District"), and Acceleration Academies, LLC ("Acceleration Academies").

PREAMBLE

- A. The District seeks to reengage and educate students who remain eligible to receive District services but who have dropped out of school;
- B. Acceleration Academies is prepared to provide educational services to these students 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 shall bill for and receive solely 90% of the weighted FTE funding for students served by Acceleration Academies; the District shall retain the remaining 10% of those funds;
- D. The District desires to have Acceleration Academies provide its services to select 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 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;
- Qualify under State law for public education services from the District
- Are not currently enrolled in an educational program within the District or have been referred to the Program by the District and
- If State-required, are residents of the District.

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 of Florida and District standards. The District may, at its election, place into Acceleration Academies' Program students who are currently enrolled in District. 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 is a 12-month per year program to recruit, re-engage and educate current and former District students who are not currently District-enrolled or who are referred by the District and qualify for State funded educational services program content, and curriculum will be fully aligned to State of Florida standards.

Research-based instructional methodologies shall 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 Program shall comply with all State of Florida student attendance and faculty staffing requirements. The Program shall adopt and enforce the District's Student Code of Conduct. The Program shall, with the District, ensure the legal entitlements of special students including those identified as exceptional and limited English proficiency. The Program shall comply with ESSA and any District plan addressing limited English language proficiency.

Program students' academic growth will be assessed and graded in the same manner as District students. 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, 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 comply with all Federal and State laws governing students with disabilities 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 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. 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 confirmed by the District's Supervisor of Pupil Services, Dr. Dawn Clayton, in an e-mail directed to Acceleration Academies' President and Chief Operating Officer, Mark Graves (mgraves@accelerationacademy.org) or to another designee specified in writing by Acceleration Academies.

1.10. The Parties acknowledge and agree that time is of the essence in meeting their respective obligations under this Agreement.

1.11. Acceleration Academies shall collaborate with District personnel and provide registering documentation required. The District shall register each student into the Acceleration Academies' Program. Acceleration Academies, in collaboration with the District, shall ensure that a student scheduled or planned transition process is implemented and a transition plan is finalized for each student prior to exit or admission to outside agencies and/or programs. Acceleration Academies shall designate personnel to provide and assist the District with student release information and transition. Acceleration Academies is responsible for scheduling on-site transition meetings.

The following timelines have been established to ensure that on-site transition services are provided and completed in accordance with established FLDOE and District policies.

Acceleration Academies shall provide written notice to the District within 30 days prior to a student's scheduled release from the Program in order for the District to begin preparation for the exit transition meeting and withdraw process. Acceleration Academies shall also provide the District a second written notice within 10 days to confirm a student's transition date to ensure exit assessments are completed and transcripts are finalized for the exit packet. Prior written approval from District is required to finalize release from the Program.

Acceleration Academies, in collaboration with District, shall coordinate to provide all transition services. The transition plan and exit packet must include a minimum of the following: a cumulative transcript reporting credits earned prior to and during the Program, a District withdrawal form with grades in progress, a current individual education plan (IEP) and/or individual academic plan (IAP), the exit plan, and any career education certificates and diplomas earned in the Program. A student's release may be delayed at the discretion of the District and Acceleration Academies if the student is engaged in State and/or District mandated assessments (i.e., FCAT testing and EOC).

1.12. Acceleration Academies and District shall ensure that all authorized instructional and educational support personnel are trained to efficiently and effectively utilize the basic functions of the District's Electronic Gradebook application (i.e., log in, create assignments, enter grades, and attendance). Electronic gradebooks are legal records and property of the District. In

accordance with Florida Statutes, a teacher shall maintain academic performance grades in accordance with policies set forth by the District and the Sunshine State Standards checklists. Student performance electronic grade applications shall be entered into the electronic gradebook system within the required time period in accordance with District policy. Additionally, Acceleration Academies shall submit electronic applications for quarterly progress reports on each student within the required time frame. For students previously approved by the District exiting the Program prior to the end of a grading period, student withdrawal progress reports shall be completed and forwarded to receiving schools.

1.13. Acceleration Academies shall develop and implement a security plan to ensure the safety of all students and personnel assigned to the Program. The plan shall include the development of a Critical Incident Response Plan (CIRP) in collaboration with District personnel and shall include District safety and security recommended best practices. In the event that a danger to student health, safety, or welfare exists, at the sole discretion of District, this Agreement may be terminated immediately.

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 including the State Uniform Building Code for Educational Facilities and the Florida Department of Education's State Requirements for Educational Facilities. 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. 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 State of Florida 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. Each site utilized in the Program by Acceleration Academies shall be open for inspection by District personnel. Neither Acceleration Academies, its affiliates nor any of its principals shall have any business or financial interest in any site that it leases for the Program in Sarasota County.

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 at, including but not limited to, 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 Florida certified teachers and shall meet the certification requirements as set forth in the State of Florida's Board of Education Rules governing professional standards. Further, Acceleration Academies' assigned classes shall be in accordance with the State of Florida 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 Florida certified Special Education teacher to develop, implement and determine mastery of the Individual Educational Plan (IEP) goals for special education students, who shall participate in admission and exiting 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.

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.

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.

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. Acceleration Academies shall implement a written philosophy, curriculum, and methodology for all students, which will be cooperatively developed between the District and Acceleration Academies, and is consistent with the Student Progression Plan and School Board Policy. Acceleration Academies shall provide the District with a master schedule indicating certified teachers and a list of course codes for the credit courses it intends to offer. The master schedule must reflect a minimum of the minimum standard of daily instruction as outlined in Student Progression Plan for all students enrolled in the Program.

4.3. Subsequent to the review of academic history, each non-ESE student shall have developed an Academic Intervention Plan (AIP) that shall identify 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.

4.4. 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.

4.5. 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).

4.6. Acceleration Academies shall implement the student achievement-testing program known as the Florida Standards Assessment (FSA). This statewide assessment program shall be administered annually to measure reading, writing, science, and mathematics. Student participation is mandatory in accordance with Section 1008.22, Florida Statutes. In order to ensure compliance with Federal law and to demonstrate Adequate Yearly Progress, Acceleration Academies must test at least ninety-five percent of the eligible students in the various subgroups, including students with disabilities and those identified as ELL. An alternate assessment is to be administered to Exceptional Education Students as appropriate and in accordance with established procedures.

Acceleration Academies is responsible for the security of all testing materials and documents provided by the District or the State for the assessment of enrolled students. Acceleration Academies must adhere to all State and District policies and procedures relative to test preparation, test administration, test materials, and test security in accordance with Florida Statutes and District Policy. Acceleration Academies must complete and sign the applicable Administration and Security Agreement for each testing program. In the event that FSA, EOC or other State assessment documents are stolen or lost due to the negligence of Acceleration Academies, or a failure to follow administration or procedural guidelines results in the invalidation or loss of test results, this Agreement may be immediately terminated by the District.

Acceleration Academies shall utilize all entry/exit and diagnostic assessment instruments deemed appropriate per the FLDOE in accordance with Florida Statutes. Additionally, Acceleration Academies will also administer all District sponsored student assessments in accordance with established procedures and timelines.

4.7. 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.

4.8. 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.

4.9. Acceleration Academies shall permit District staff to conduct site visitations and reviews of the instructional Program provided by Acceleration Academies and to confer with staff of Acceleration Academies at reasonable times. The District shall monitor and evaluate the Program on a semi-annual basis to ensure compliance with contractual provisions relative to the delivery of instructional and support services to students. Acceleration Academies will be visited and reviewed by a District review team at any reasonable time. Acceleration Academies shall collaborate with the District to prepare and implement an Action Plan in response to any findings and/or recommendations of the Program review conducted by the District's review team. Said plan shall target any deficiencies and should be submitted within the timelines prescribed by the Visitation Report.

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 AND MEMBERSHIP

6.1. Acceleration Academies personnel shall be subject to all confidentiality protocols applicable to District staff. Upon execution of this Partnership Agreement, the District shall provide designated Acceleration Academies' personnel 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 of Florida 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. Acceleration Academies' Full time Equivalent Membership (FTE) shall be counted during official survey weeks during the school year.

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

In Attendance defined. A student is In Attendance when his or her participation in an Acceleration Academies' program or activity meets at least minimum State attendance requirements during the applicable State survey period for school funding purposes.

A student in Membership remains In Attendance until formally withdrawn. Except as otherwise provided in Schedule A, Full Time Equivalent (FTE) funding and funding protocols for that student remain identical to those governing all other traditional learners in Membership at District high schools. The District agrees that it will provide Acceleration Academies full and immediate access to any and all technology 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" determinations:

- 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" in a District traditional/general education program.
- c) Specific requirements for establishing District "enrollment" and District "presence" shall be specified in Exhibit 2.

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.")

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 including all requirements governing the use and redisclosure of personally identifiable information from educational records. 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

The District will not provide student transportation to and from Acceleration Academies Program sites. However, if Acceleration Academies provides such transportation and Federal, State or Local funds are available for reimbursement of those transportation costs, the District will cooperate in the facilitation of such reimbursement to Acceleration Academies.

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. No later than 5 weeks after commencement of each semester, 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 and who remain eligible for participation in the Acceleration Academies Program. 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 complete name and last-known address and phone number of each individual identified student/former student.

10.2. The District shall inform all District guidance counselors of Acceleration Academies' programs at the start of each academic year. The District may assign any at-risk 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 12.7 below.

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 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.

10.5. 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 IEP's 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 is authorized to monitor Acceleration Academies' preparation and maintenance of District records to ensure compliance with District, State, and Federal legal requirements.

10.10. 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.

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 Agreement for five (5) 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 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.

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. Acceleration Academies shall fully cooperate with the District if the District is subject to any state or federal audit related to any funds that have been paid to Acceleration Academies.

12. COMPENSATION

The Sarasota County School Board shall make monthly payments to Acceleration Academies provided, however, that funding will be calculated based upon actual student attendance, restricted to students enrolled via the School Board, as determined during the FTE survey in accordance to §1011.62 Florida Statutes. FTE survey dates to be provided annually. The payments will not exceed the total calculated funding based on 90 percent of a basic FTE for the regular school year minus deductions for teacher(s) cost if applicable. The School Board agrees to provide program funding from August 2018 through and including July 2019 unless the Agreement is terminated as provided herein.

The payments will be rendered monthly upon receipt of the invoice and all supporting documents. The payments made August through October will be made based on 90% of an estimated number of students served. The actual student enrollment will be defined as the number of students enrolled and in attendance at least one day during the invoicing period. The payments made November through February will be based on 90% of the *actual* FTE as reported during the October FTE Survey with adjustments for any under or over payments already rendered for the months of August through October. The payments made for March through July will be based on 90% of the actual FTE as reported during the February FTE Survey with adjustments for any under or over payments already rendered for the months of November through February. The payments made for July will be based on 90% of the actual FTE as reported during the June FTE Survey. FTE as reported during the July FTE Survey with adjustments for any under or over payments already rendered for the month of July. Each payment obligation of School Board created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services and products. If such funds are not allocated and available, this Contract may be terminated by School Board at the end of the period for which funds are available.

School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to School Board in the event this provision is exercised, and School Board will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Funds provided for this Contract may only be expended on direct program costs, i.e., costs directly related to program implementation.

Contractor shall provide a daily attendance roster to the School Board via e-mail to confirm and verify FTE and student attendance. The Contractor shall provide a monthly

attendance report to the School Board, which shall accompany the monthly voucher for billing and payment.

Contractor does hereby agree that all FTE funds shall be used solely for educational purposes or to provide educational services to students.

In the event there is any overpayment of FTE or any other funds paid by the School Board to the Provider, School Board reserves the right to request and obtain a reimbursement of any such overpayment. The Provider, upon written notice of such overpayment shall, within thirty (30) days, and subject to the agreement of the School Board, either:

- i. Pay to the School Board the full amount of any such overpayment, and/or
- ii. Upon agreement of the School Board as to time and amount, institute and comply with a repayment schedule, and/or
- iii. Permit the School Board to withhold and retain some or all of the future funds or payments which may become due under this Agreement until such time as full reimbursement is achieved. In such event, the School Board shall be the sole determiner of the amounts to be withheld and the schedule for such withholding.

13. REPORTS AND EVALUATIONS

13.1. Acceleration Academies shall submit to District within thirty (30) days after the execution of this Agreement the most recent financial statement of its assets and liabilities. District will accept an un-audited version.

13.2. In accordance with Paragraph 11, Acceleration Academies will maintain and retain throughout the term of this Agreement and for a period of at least five (5) years thereafter, financial information that discloses use of funds received from 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. 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.

13.4. 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.

13.5. 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. 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 until June 30, 2019; the Term shall automatically renew annually thereafter, unless either party provides the other with written notice of nonrenewal at least three (3) months before the expiration 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. DISPUTE RESOLUTION.

In the event of a dispute between the Parties the District and Acceleration Academies agree to enter into negotiation to attempt to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time.

16. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Acceleration Academies is providing its 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/INDEMNIFICATION

17.1. 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 no less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate with a deductible of no more than \$1,000 per occurrence. Acceleration Academies will provide the District with original or copies of certificates of insurance evidencing insurance and coverage amounts prior to performing any services under this Agreement. Such certificates shall provide that the District will receive thirty (30) days prior written notice before cancellation or alteration 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.

17.2. Acceleration Academies shall be liable for all damages, costs, and attorney's fees incurred by the District in any action related to a violation by Acceleration Academies of federal and state laws related to the education of students with disabilities. Acceleration Academies shall pay for the cost of any due process hearing(s), mediation, or court actions resulting from the actions of Acceleration Academies or its agents or the decision by a parent to challenge the appropriateness of the education being provided by Acceleration Academies. Should there be a challenge to any decision made by the District, the District shall defend said action only to the extent that such actions or decisions are not due to actions of or placements made by Acceleration Academies. In that event, Acceleration Academies shall indemnify the School District to the extent Acceleration Academies is liable.

17.3. To the fullest extent permitted by law, Acceleration Academies shall indemnify and hold harmless the District from any and all liability for any claims, including attorney fees, demands, or judgments made or recovered against the District because of personal injuries or damages suffered by any person arising out of, or incidental to, the performance or failure to perform by Acceleration Academies of its obligations hereunder, or arising from the operation of the Program as contemplated herein, whether or not such damages or injuries are alleged to have arisen out of the sole or partial negligence of Acceleration Academies, its officers, directors, agents, employees, students or invitees. Each party assumes the responsibility for the sole or partial negligence of its own employees, appointees or agents. In addition, Acceleration Academies shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by Acceleration Academies. This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement. Nothing herein shall be construed as a waiver of the District's sovereign immunity.

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. 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 Public Records laws of the State in which it is situated.

21.2. District warrants and agrees it will not appropriate Acceleration Academies' Program or use it without authorization.

22. TERMINATION

22.1. In addition to, and notwithstanding, any other provision of this Agreement, this Agreement may also 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 District, without cause, on June 30th of any year this Agreement is in effect during its initial or any renewal term, upon giving written notice to Acceleration Academies no later than April 30th of that year.
- c. Immediately, by either Party, hereto, upon a breach of the terms of this Agreement, after first providing the other Party written notice specifically identifying the breach and permitting the other Party 30 calendar days to remedy the identified breach.

22.2. In the event of a District early termination without cause, the District shall only be required to pay Acceleration Academies the amount owed for services performed prior to termination of the Agreement.

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:

Attn: Dr. _____
 [Address:] _____

[E-mail address] _____

To: Acceleration Academies

Attn: Mark A. Graves, President and Chief Operating Officer
 915 West Van Buren, Suite 315
 Chicago, IL 60607

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.

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, which consent may be withheld for any reason or no reason.

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 is made in the State of Florida and shall be construed, interpreted, and governed by the laws of same. The sole and exclusive jurisdiction for any action related to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

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.

32. PUBLIC RECORDS

Acceleration Academies shall comply with Florida's Public Records Law including:

- a) Keeping and maintaining public records that ordinarily and necessarily would be required by the District in order to perform the service;
- b) Providing the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meeting all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Acceleration Academies upon termination of the Agreement and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF ACCELERATION ACADEMIES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

IN WITNESS THEREOF, the Parties have executed this Agreement to be effective on _____, 2018.

Sarasota County School Board

Acceleration Academies, LLC

By: _____
Name:
Title:

By: _____
Mark A. Graves
President and Chief Operating Officer

SCHEDULE 1: SITES WHERE SERVICES WILL BE PROVIDED

SCHEDULE 2: FTE FUNDING CRITERIA FOR STATE: