

## **Accreditation Partnership Agreement Nonpublic Institutions**

This Agreement ("Agreement") is made on **November 1, 2016** ("Effective Date") between **Advance Education, Inc.** (hereinafter "AdvancED"), a 501(c)(3) non-profit organization incorporated under the laws of the State of Georgia, United States of America and **The Commission for Oceti Sakowin Accreditation (COSA)** (hereinafter "COSA" or "Accreditation Partner"), an organization incorporated under the laws of the Sisseton Wahpeton Oyate, United States of America (each a "Party" and collectively as "Parties").

**WHEREAS**, AdvancED and Accreditation Partner desire to create and define the framework by which the Parties can collaborate to establish educational excellence for all schools and/or member organizations served by Accreditation Partner;

**WHEREAS**, AdvancED is well-positioned to work with Accreditation Partner to encourage and implement an accreditation model that utilizes standards, protocols, and processes that lead to continuous improvement;

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**  
Parties agree that the terms shall be defined by the meanings ascribed to them in **Exhibit "A"** ("Definitions") and further acknowledge and agree that from time to time, AdvancED is authorized to revise, update, replace, remove, and/or add to the terms as necessary.
  
2. **Synchronized Accreditation Program: Process Requirements**
  - a. All COSA accredited schools that as of the Effective Date hold dual accreditation with AdvancED shall have their AdvancED accreditation status honored and extended until the end of Accreditation Partner's then active accreditation cycle.
  
  - b. Any school accredited by Accreditation Partner can seek dual accreditation with AdvancED by filling out the appropriate application and submitting the same with appropriate fees to AdvancED.
  
  - c. The Parties shall convene a meeting, at least annually or more frequently if necessary, to monitor, assess, and evaluate the Synchronized Accreditation Program (the "Program") and implement any needed adjustments.
  
  - d. Accreditation Partner's staff will attend required AdvancED training and instructional meetings necessary to implement the Program.

- e. AdvancED shall provide information and on-site and/or virtual training on the AdvancED Accreditation Process (“AdvancED Training”) to any and all COSA schools and/or member organizations. The content, medium, frequency, fees charged, and all other aspects of AdvancED Trainings shall be at the sole discretion of AdvancED. A professional learning and training module will be co-developed by the Parties and made available to Accreditation Partner’s staff, as well as member schools’ teachers, school leaders, and other interested educators.

3. **Accreditation Partner and Network School Obligations**

- a. Parties agree that for purposes of this Agreement, Accreditation Partner shall employ AdvancED Performance Standards applicable to Network Schools (“AdvancED Standards”) in its work to accredit Network Schools participating in the Program hereunder.
- b. Parties acknowledge and agree that this Agreement is conditioned upon AdvancED’s acceptance of a complete crosswalk of the Accreditation Partner’s standards (“Partner Standards”) against the AdvancED Standards. As of the Effective Date, AdvancED hereby acknowledges that Partner Standards have been crosswalked against AdvancED Standards and are deemed acceptable. In the event that Accreditation Partner wishes to change, revise, or otherwise alter Partner Standards, it shall provide AdvancED 30 days’ notice prior to implementation. Any revised iteration of Partner Standards or new standards developed by Accreditation Partner must be crosswalked against AdvancED Standards and deemed acceptable by AdvancED.
- c. **Accreditation and Continuous Improvement Process.** Accreditation Partner shall ensure that all Network Schools meet the following requirements in order to earn and maintain accreditation status with both Parties:
  - i. Meet the AdvancED Standards for Quality;
  - ii. Engage in continuous improvement and provide documentation of implementation of an improvement plan;
  - iii. Collect and use stakeholder feedback in improvement efforts;
  - iv. Collect data for and evaluate student performance;
  - v. Collect data for and evaluate organizational effectiveness;
  - vi. Submit to AdvancED, upon request, student and organizational performance data no more frequently than annually;
  - vii. Upon request provide documentation and evidence to AdvancED in support of Network Schools’ obligations pursuant to Sections 3(c)(i-v).
- d. **eProve™** The Accreditation Partner and its Network Schools shall use the eProve platform exclusively in its performance and execution of their obligations hereunder which shall include but not be limited to the following:
  - i. Completion of all Internal Reviews and submission in eProve of all documentation required by the Internal Review;
  - ii. Scheduling, completion, and follow-up on all External Reviews, including posting of documents as necessary in eProve within thirty (30) days of the completion of the External Review;

- iii. Ensure that External Review reports for all Network Schools include narrative descriptions of all findings and at least one (1) Improvement Priority;
- iv. Maintain and keep current all records of Network Schools pertaining to their accreditation status, accreditation term's beginning and ending dates, head of institution, and point of contact for the Program ("Network School Records");
- v. Not delete any files, documentation, records, or any other items uploaded to or otherwise saved in eProve or any Network School Records.
- vi. In the event the Agreement is terminated as provided herein or Accreditation Partner ceases to accredit a Network School, Accreditation Partner shall immediately but no later than ten (10) business days after such event, submit to AdvancED all Network School Records.

4. **External Review Teams**

- a. AdvancED shall manage the development and management of the External Review process, which shall include the selection of high quality External Review team members who have successfully completed a trainer module on AdvancED accreditation requirements and AdvancED Policies and Procedures (hereinafter defined), as well as any other ongoing training(s) as deemed necessary by Accreditation Partner.
- b. Accreditation Partner is hereby authorized to assign team member(s) to any AdvancED External Review Team.
- c. Pursuant to Section 3(c)(vi) of the Agreement, in the event that data received by or about a Network School indicates or appears to indicate that the institution is no longer meeting one or more AdvancED Standards and/or has violated the AdvancED Policies and Procedures, Parties agree that AdvancED is authorized to conduct a targeted review of the applicable Network School to determine if a change in accreditation status is warranted. If, after completion of the targeted review, a change in accreditation status is recommended, AdvancED shall inform Accreditation Partner within forty-eight (48) hours of the decision. In the event that the Parties disagree on the decision related to accreditation status, Parties shall comply with the dispute resolution procedure in Section 5(a)(iii).

5. **Complaints, Adverse Actions, Accreditation Decisions**

- a. Accreditation Partner agrees that all Network Schools must comply with and shall be bound by the AdvancED Policies and Procedures at <http://www.advanced.org/sites/default/files/documents/AdvancED-Policies-and-Procedures.pdf> including but not limited to provisions related to addressing Complaints and Adverse Actions ("AdvancED Policies and Procedures"). Parties shall follow the below procedures related to Complaints and Adverse Actions related to Network Schools:
  - i. When a Complaint made against a Network School is reported to either AdvancED or Accreditation Partner, the Party in receipt of the Complaint shall inform the other Party in writing within forty-eight (48) hours of receipt.

- ii. When a Party assesses an Adverse Action against a Network School, the Party assessing the Adverse Action agrees to notify the other Party in writing within forty-eight (48) hours of the official change of status.
- iii. In the event the Parties do not agree on the accreditation status of a Network School or encounter any other dispute or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either Party to the other, shall be authorized to terminate the Agreement for cause pursuant to Section 7.

6. **Fees**

Accreditation services fees for COSA schools, including External Review fees, annual accreditation fees and annual eProve maintenance fees, will be billed directly to the member schools.

7. **Term**

This Agreement shall commence on the Effective Date and shall continue in full force and effect indefinitely unless terminated for cause by either Party with at least thirty (30) days' written notice, or for convenience, upon six (6) months' written notice.

8. **Costs**

Each Party individually shall be responsible for and bear all of its own costs and expenses associated with fulfilling its obligations herein and conducting preliminary negotiations hereunder.

9. **License**

AdvancED hereby grants a non-exclusive and non-transferable, limited license for the use of the AdvancED Standards for Quality Schools and Systems ("Standards"), eProve, and any other accreditation and/or improvement tools, materials, and products provided by AdvancED to accomplish the goals and meet the requirements of this Agreement (collectively, "AdvancED Products") to Accreditation Partner. The license for AdvancED Products shall be used solely to fulfill the obligations of the Parties pursuant this Agreement. Said license shall expire upon the termination or expiration of this Agreement.

10. **Intellectual Property**

- a. Except as set forth in the section 10 (b) below, neither Party to the Agreement will have any claim to the ownership of any intellectual property rights that belong to the other Party at the date of the execution of the Agreement or that the other Party creates or develops pursuant to the Agreement, and nothing in the Agreement, will transfer or assign, or obligate a Party to transfer or assign, any intellectual property right now or in the future to any other Party to the Agreement or third party.

b. All intangible property, inventions, improvements, discoveries, trade secrets, know how, copyrightable work, and any other intellectual property, including any patent, copyright registration, or application therefor, that may be created or developed pursuant to the Agreement whether or not patentable or copyrightable, which relate to any AdvancED products, services, systems, tools, know how, trade secrets, or proprietary information, shall be and remain the sole property of AdvancED and no rights in such intellectual property shall be conferred to or upon or be granted or otherwise vested in any other party, including without limitation, Accreditation Partner. Parties further agree to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision. AdvancED shall retain any and all property rights to any and all equipment, supplies, files, accreditation and improvement materials and intellectual property produced, supplied or paid for by AdvancED.

11. **Relationship of the Parties**

Each Party acknowledges that it has no authority to bind or commit the other Party to any further contractual liability except as may be otherwise agreed in writing. The Parties further understand that there is no intention to form or for the Parties' relationship to be construed as a partnership under the laws of any jurisdiction.

12. **Confidentiality**

The Parties shall protect and undertake to keep confidential all information received from the other Party in the context of this Agreement and the preliminary negotiations conducted hereunder in accordance with the Confidentiality and Non-disclosure Agreement entered into between the Parties which is attached hereto and made a part herein as **Exhibit "B."**

13. **Governing Law**


This Agreement shall be interpreted in accordance with the laws of the State of Georgia, of the United States of America, without regard to any conflict of law provisions. Any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14. **Survival**

Sections 10 (Intellectual Property) and 13 (Governing Law) shall survive any termination or expiration, for whatever reason, of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have agreed by their authorized officers as of the day and year indicated by signing below.

**The Commission for Oceti Sakowin Accreditation**

By:   
Name: Roger E. Bordeaux, Ed.D.  
Title: Director  
Date: 11/9/16

**Advance Education, Inc.**

By: \_\_\_\_\_  
Name: Mark A. Elgart, Ed.D.  
Title: President/CEO  
Date: \_\_\_\_\_

## Exhibit "A"

### Definitions

The following terms have the meanings specified below.

- a. **"Network School"** means any school participating in an accreditation relationship with Accreditation Partner or is otherwise accredited by or seeking accreditation with Accreditation Partner.
- b. **"Internal Review"** means the "self-study" or "self-assessment" of a Network School where it conducts a self-examination of its organizational quality and student performance prior to hosting an External Review.
- c. **"Internal Review Report"** means the documentation of the Internal Review which includes an internal analysis of organizational quality and student performance.
- d. **"External Review"** means the review of a Network School occurring within the normal course of accreditation cycle in which an External Review Team conducts an on-site examination of a school's organizational quality and student performance.
- e. **"External Review Report"** means the documentation of the External Review which includes the external analysis of organizational quality and student performance conducted by an assigned group of evaluators.
- f. **"External Review Team"** means the group of evaluators assigned to review and evaluate the organizational quality and student performance of the Network School.
- g. **"Improvement Priority"** means any required action or major recommendation that a Network School is assigned by an External Review Team in response to findings from an on-site External Review.
- h. **"Adverse Action"** means any finding determined to be in violation of accreditation standards, protocol, and/or policies and procedures of either Party and is generally associated with an investigation resulting from a Complaint against a Network School.
- i. **"Complaint"** means a formal written statement expressing discontent, accompanied by evidence, toward an accredited school as it relates to the standards, indicators, or assurances of accreditation by AdvancED and/or Accreditation Partner.
- j. **"Accreditation Status"** of a Network School is a status related to the assigned level of accreditation (accredited, accredited under review, dropped) resulting from an on-site External Review.
- k. **"Accreditation Term"** means the length of time a Network School is granted accreditation before being required to conduct another Internal Review and host another External Review. The length of time provided for under an Accreditation Term shall be determined by Accreditation Partner.

## Exhibit "B"

### **Confidentiality and Non-disclosure Agreement**

This Confidentiality and Non-disclosure Agreement ("Agreement") is made as of **November 1, 2016** between The Commission for Oceti Sakowin Accreditation (COSA) (hereinafter "COSA" or "Accreditation Partner") and Advance Education, Inc. and/or any of its affiliated companies ("AdvancED"). In connection with COSA's services (whether paid for or voluntary) using, employing or receiving training in the use of the AdvancED Accreditation Process, Procedures/Protocols, and Standards including but not limited to ASSIST<sup>®</sup>, eProve<sup>™</sup>, and /or any other proprietary improvement platforms or materials required to fulfill the objectives of the Agreement between the Parties ("Approved Purpose"), AdvancED may be disclosing to COSA Confidential Information. As a condition of the release by AdvancED of Confidential Information, both Parties agree as follows with respect to said Confidential Information:

1. CONFIDENTIAL INFORMATION. As used herein, the term "Confidential Information" shall include any proprietary information or materials created by or on behalf of AdvancED, whether or not marked or otherwise designated as confidential, relating to the business (present or contemplated) and/or customers of AdvancED that Accreditation Partner obtains from AdvancED in connection with the Approved Purpose, including the terms of this Agreement, any and all information concerning techniques, processes, formulas, trade secrets, innovations, inventions, discoveries, research or development and test results, specifications, data, formats, marketing plans and programs, business plans, computer systems and programming, strategies, forecasts, financial information, budgets, projections, customer and supplier identities, addresses or characteristics, agreements between AdvancED and third parties, and the nature and status of discussions or negotiations between Accreditation Partner and AdvancED. Confidential Information shall not include information, if any, which was or becomes generally available to the public other than as a result of a disclosure by Accreditation Partner or by other persons, including Accreditation Partner's agents, to whom Accreditation Partner has disclosed such information.
2. RESTRICTIONS ON DISCLOSURE. All Confidential Information shall be held by Accreditation Partner in trust and confidence on behalf of AdvancED. Accreditation Partner shall not disclose or permit access to nor shall Accreditation Partner authorize or permit any other person or entity (collectively, "Person") to disclose or permit access to all or any part of the Confidential Information without the prior written consent of AdvancED. In addition, Accreditation Partner shall use the Confidential Information only for the Approved Purpose, and not in any other manner or for any other reason, including any manner or reason that may be detrimental to AdvancED or any of its affiliated entities. Further, Accreditation Partner shall take such action, legal or otherwise, to the extent necessary to ensure that only those Persons who, pursuant to this Agreement, would be permitted access to the Confidential Information are able to obtain such access.




3. EXEMPTIONS FROM RESTRICTIONS ON DISCLOSURE. Accreditation Partner may disclose the Confidential Information to comply with applicable law, administrative or court order; provided, however, that in each such instance Accreditation Partner shall notify AdvancED prior to such disclosure and Accreditation Partner shall use reasonable efforts to seek confidential treatment of the Confidential Information. Accreditation Partner may also disclose the confidential Information to Accreditation Partner's agents on a "need to know" basis. Prior to any disclosure, Accreditation Partner must obtain written approval for the disclosure and the agent must execute a copy of this agreement and agree to be bound by this Agreement's terms. Accreditation Partner and said agent shall be responsible for any breach of this Agreement by agent.
  
4. REMEDIES. Accreditation Partner acknowledges and agrees that the Confidential Information derives independent economic value from not being generally known to the public or to other Persons who can obtain economic value from the disclosure or use of the Confidential Information. Accreditation Partner further acknowledges and agrees that any breach of this Agreement shall constitute a material breach of this Agreement that will cause irreparable injury to AdvancED, not readily measurable in money, and for which AdvancED, without waiving any other rights or remedies at law or in equity, shall be entitled to injunctive relief, if allowed in the jurisdiction.
  
5. CHOICE OF LAW AND JURISDICTION. The validity of this Agreement and all matters relating to its interpretation and performance shall be interpreted in accordance with the laws of the United States of America and the Parties hereby submit to the non-exclusive jurisdiction of the Northern Federal District of Georgia, United States of America Courts, without regard to principles of conflicts of law.
  
6. MISCELLANEOUS. No assignment, amendment, alteration or modification of this Agreement shall be effective without the prior written consent of all parties. Whenever examples are used in this Agreement they are intended to be illustrative only and shall not limit the generality of the examples. This Agreement shall continue in full force and effect for a period of five (5) years from the date hereof.

IN WITNESS WHEREOF, the Parties hereto have agreed by their authorized officers as of the day and year indicated.

**The Commission for Oceti Sakowin Accreditation**

**Advance Education, Inc.**

By:   
 Name: Roger C. Borden, Ed.D.  
 Title: Director  
 Date: 11/9/16

By: \_\_\_\_\_  
 Name: Mark A. Elgart, Ed.D.  
 Title: President/CEO  
 Date: \_\_\_\_\_