



Accreditation Partnership Agreement Nonpublic Institutions

This Agreement ("Agreement"), is made on **July 1, 2022** «Effective_Date» ("Effective Date") by and between **Cognia, Inc.**, formerly Advance Education Inc. (AdvancED), with a physical address of 9115 Westside Parkway, Alpharetta, GA 30009, a 501(c)(3) non-profit organization incorporated under the laws of the State of Georgia, United States of America ("Cognia"), and **Commission for Oceti Sakowin Accreditation (COSA)**, with a physical address of **P.O. Box 2019 Pine Ridge, SD 57770**, and taken together, known as ("each a "Party" and collectively as "Parties").

WHEREAS, Cognia and Commission for Oceti Sakowin Accreditation (COSA) desire to create and define a framework by which the Parties will collaborate to establish educational excellence for all schools and/or member organization served by Accreditation Partner(s);

WHEREAS, Cognia is well positioned to work with Commission for Oceti Sakowin Accreditation (COSA) to encourage and implement an accreditation model that utilized standards and protocols, and processes that lead to continuous improvement; and

WHEREAS, the Parties entered into an Accreditation Partnership Agreement Nonpublic Institutions effective on November 29, 2016 (the "Prior Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties executing this Agreement below agree as follows:

1. The Parties agree to follow the Commission for Oceti Sakowin Accreditation (COSA)/Cognia Standards Alignment Document attached to this Agreement as Exhibit A to determine the joint evaluation process for institutions seeking accreditation from Cognia and Commission for Oceti Sakowin Accreditation (COSA), providing a single engagement review to minimize duplication of effort ("Synchronized Accreditation"). The administration of Synchronized Accreditation shall be referred to herein as "Synchronized Education Program". The Parties further acknowledge and agree that from time to time, Cognia is authorized to revise, update, replace, or remove Terms as necessary by written notice to Commission for Oceti Sakowin Accreditation (COSA).
 - a. Independent Status. During the Term of this Agreement, the parties acknowledge and agree that each Party is acting as an independent contractor and shall not be considered an employee or agent of the Party. The Parties agree to the following rights with respect to such relationship: (i) pursuant to the terms of this Agreement, Parties have the sole right to control and direct the means, manner and method by which their employee(s) perform, provided however, services will be performed at all times in accordance with terms of this Agreement; (ii) Parties will furnish all equipment and materials used to provide the services, including any and all software and hardware defined herein. The Parties are not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party or to bind the Party in any manner unless as specifically authorized under the terms of this



Agreement. Further, nothing in this Agreement shall be construed or applied to create a joint venture or partnership

- b. Costs. Each Party shall be responsible for and bear all of its own costs and expenses associated with the fulfillment of its obligations herein and conducting preliminary negotiations hereunder.

2. Synchronized Accreditation Program

- a. Synchronized Accreditation is limited to individual institutions operating as K-12 physical schools considered by Cognia to be "School" institution types. Synchronized Accreditation does not extend to digital learning schools, early learning schools/programs, or systems of schools.
- b. All Commission for Oceti Sakowin Accreditation (COSA) accredited school(s) that, as of this effective date of this Agreement, are eligible for Synchronized Accreditation with Cognia and Commission for Oceti Sakowin Accreditation (COSA), shall be considered for such Synchronized Accreditation, provided that the appropriate application and submission with appropriate fees are sent to Cognia for acknowledgement and acceptance.
- c. For any school(s) that currently hold Commission for Oceti Sakowin Accreditation (COSA) and Cognia accreditation, the Synchronized Accreditation will be honored as of this effective date and extended to the end of the latest accreditation cycle.
- d. The Parties shall meet at least annually to monitor, assess, and evaluate the *Synchronized Accreditation Program*
- e. Commission for Oceti Sakowin Accreditation (COSA) leadership will attend required Cognia training and instructional meetings necessary to implement the Program.
- f. Cognia will provide information and training (face to face/virtual) on Cognia's Accreditation Process ("Cognia Training") to Commission for Oceti Sakowin Accreditation (COSA) member school(s) upon mutually agreed date(s). The content, medium, frequency, fees charged, and all other aspects of the Cognia Trainings shall be at the sole discretion of Cognia. Professional learning and training resources maybe developed by the Parties and made available to Commission for Oceti Sakowin Accreditation (COSA) staff, current or prospective members of Commission for Oceti Sakowin Accreditation (COSA)'s network of accredited schools that are eligible to seek Synchronized Accreditation with Cognia ("Network School(s)"), teachers and leaders.

3. Accreditation Partner Obligations (Network School(s))

- a. Parties agree that Commission for Oceti Sakowin Accreditation (COSA) shall exclusively employ the accreditation protocol referenced in the Commission for Oceti Sakowin Accreditation (COSA) Accreditation Manual «version».
 - i. If a Network School(s) is located in a state where Commission for Oceti Sakowin Accreditation (COSA) is not recognized by the private school



regulating body, where applicable, Cognia will lead the Engagement Review using Cognia's current standards and accreditation protocol.

- b. Commission for Oceti Sakowin Accreditation (COSA) agrees to submit the standards that shall be used in its work to accredit Network Schools and will be incorporated herein this Agreement by reference. The Parties also agree that as a condition to this Agreement, Cognia and Commission for Oceti Sakowin Accreditation (COSA) will collaborate to complete a crosswalk of Commission for Oceti Sakowin Accreditation (COSA)'s current standards to Cognia's current standards. If not acceptable, Cognia will identify in writing any needed revisions to Commission for Oceti Sakowin Accreditation (COSA)'s standards. Commission for Oceti Sakowin Accreditation (COSA) will implement and confirm in writing that said revisions have been made to the Commission for Oceti Sakowin Accreditation (COSA) standards within a reasonable period of time mutually agreed to by both Parties. This applies to any future changes to the standards of Cognia, which may require additional changes to Commission for Oceti Sakowin Accreditation (COSA)'s standards.

4. Accreditation and Continuous Improvement Process (Network School(s))

- a. Commission for Oceti Sakowin Accreditation (COSA) shall ensure that all Network School(s) meet but are not limited to the following requirements in order to earn and maintain Synchronized Accreditation status.
- i. Meet Cognia/Commission for Oceti Sakowin Accreditation (COSA) Performance Standards. <https://www.cognia.org/services/accreditation-certification/>
 - ii. Meet Cognia Assurances and adhere to Cognia Policies and Procedures for Accreditation. [\[link\]](#)
 - iii. Engage in continuous improvement and provide documentation of Plans and Implementation.
 - iv. Collect and use stakeholder feedback in improvement efforts.
 - v. Collect data for and evaluate student performance.
 - vi. Collect data for and evaluate organizational effectiveness.
 - vii. Submit upon request, aggregated/cumulative school(s) performance data annually.
 - viii. Upon request, provide documentation and evidence in support of requirements pursuant to Section 4(a)(i.-v.)
- b. Cognia hereby grants to Commission for Oceti Sakowin Accreditation (COSA) a non-exclusive and non-transferable, limited license for the use of Cognia's Technology Platform and Cognia's Performance Standards and any other Cognia tools, materials, and products to accomplish the goals and meet the requirement of this Agreement. This License shall expire upon the termination or expiration of this Agreement. Commission for Oceti Sakowin Accreditation (COSA) is not permitted to delete any records posted or uploaded to Cognia's Technology Platform.



- i. Commission for Oceti Sakowin Accreditation (COSA) in support of its Network School(s), may use the Cognia Technology Platform to upload accreditation documentation, included but not limited to the following list:
 - 1. All documentation required by the Engagement Review Process.
 - 2. Schedules, noted completions, and follow-up for all Commission for Oceti Sakowin Accreditation (COSA) onsite or remote visits. This includes the posting of documents necessary for the completion of the Engagement Review.
- c. Commission for Oceti Sakowin Accreditation (COSA) in support of its Network School(s), shall use the Cognia Technology Platform to upload all required accreditation documentation, included but not limited to the following list:
 - 1. Post all current and continue to maintain all records for all Network School(s) pertaining to their accreditation status, accreditation terms (beginning and end dates), head of institution, and point of contact(s).
 - 2. Post final report and Cognia Assurances from Engagement Review within (30) thirty days of completion date.

5. **Engagement Review Team(s)**

- a. Commission for Oceti Sakowin Accreditation (COSA) shall oversee the development and management of the Engagement Review process, which shall include the selection of high-quality Engagement Review Team Members who have successfully completed team member training pursuant to the specifications for the Engagement Review. Cognia will work with Commission for Oceti Sakowin Accreditation (COSA) to identify team members who could participate in a Commission for Oceti Sakowin Accreditation (COSA) Engagement Review.
- b. In the event, through an audit of data posted to the Cognia Technology Platform, it appears that a Network School(s) is not meeting Commission for Oceti Sakowin Accreditation (COSA) or Cognia Standards, the Parties agree that Cognia is authorized to conduct a targeted review of the Network School(s) to determine if a change in accreditation status is warranted. If so warranted, a written notice will be given to Commission for Oceti Sakowin Accreditation (COSA) within (48) forty-eight hours of the decision by Cognia. In the event the Parties disagree, the Parties shall comply with the dispute resolution procedure in Section 6(a)(iii).

Commented [1]: Cognia is the lead on all dual accreditation reviews. Cognia staffs the AER teams. COSA assigns one team member to all dual accreditation reviews.

6. **Complaints: Adverse Actions and Accreditation Party Decisions**

- a. A complaint made against a Network School(s), maybe received by either Party. The receiving Party shall inform the other Party in writing within (48) forty-eight hours of receipt.
 - i. Commission for Oceti Sakowin Accreditation (COSA) shall assess the complaint for any Network School(s) Commission for Oceti Sakowin Accreditation (COSA) manages as the lead accreditor and notify Cognia of the outcome in writing within (48) forty-eight hours of the completed investigation.



- ii. Cognia shall assess the complaint for any Network School(s) Cognia manages as the lead accreditor and notify Commission for Oceti Sakowin Accreditation (COSA) of the outcome in writing within (48) forty-eight hours of the completed investigation.
 - b. In the event the Parties disagree with the outcome of the investigation, the Parties shall use their best efforts to resolve the disagreement. If the Parties do not reach a mutual solution within (30) thirty days after the investigation, the Party who determines it is not in the best interest of their Accreditation Standards to continue accreditation of the Network School(s) in question, the Parties agree that the determining Party can terminate the Synchronized Accreditation of Network School(s) for cause. This will not necessarily create a termination of this Agreement for cause pursuant to Section 7 but does not waive the Parties' rights to do so.
7. Fees
- a. Cognia will invoice Network School(s) directly for fees related to the Cognia membership in the Cognia Improvement Network ("AIN") and any other applicable fees.
8. Term
- a. This Agreement shall commence on the Effective Date and shall continue in full force and effect until July 1, 2027 (the "Term"), unless sooner terminated for cause in accordance with the terms of this Agreement (i) by either Party with at least (30) thirty days' prior written notice, or (ii) for convenience upon (6) six months' prior written notice. Any extension or renewal of the Term shall be only by a written agreement executed by both Parties.
9. Intellectual Property. Cognia will retain all right, title, and interest (including all Intellectual Property Rights (as defined below)) to ideas, works of authorship, patented or unpatented inventions (any discovery, design, improvement, composition of matter, method, procedure, product, machine, process, device, etc.), research and development information, know-how, trade secrets, software programs (source code and object code), tools, technical data, techniques, data routines, work-flows, interfaces, schematics, algorithms, rules, compilations, systems, flow charts, specifications, concepts, and applications (collectively, "Technology") existing as of the execution of this Agreement including, without limitation all modifications, enhancement, and improvements thereto ("Cognia Pre-Existing Technology").
- a. Intellectual Property Rights. means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, pending, now existing or hereafter filed, issued, or acquired, including all (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, service marks, trade dress, and trade names; and (e)



any right analogous to those set forth herein and any other proprietary rights relating to intangible property.

- b. Remedies. Parties acknowledges that any breach of the provisions of this Section shall result in serious and irreparable injury to the respective Party for which the effected Party cannot be adequately compensated by monetary damages alone. Parties agrees, therefore, that, in addition to any other remedy it may have, the Parties shall be entitled to enforce the specific performance of this Agreement by the Parties and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.

10. Representations and Acknowledgments

- a. Party shall perform the Services hereunder in a professional and efficient manner, using due care, skill, diligence and at a level equivalent to industry best standards and practices, and acknowledges that its failure to perform the Services in a professional manner shall constitute a material breach of this Agreement;
- b. Party enters into and performance of the Agreement has been duly authorized and follows applicable charters, by-laws, governing statutory authority, regulations and applicable administrative procedures and Federal requirements including but not limited;

- i. **Children's Online Privacy Protection Act (COPPA)**
- ii. Family Educational Rights and Privacy Act (FERPA)
- iii. Federal Information Security Management Act (FISMA)

Commented [2]: COSA schools follow federal laws that are applicable under the Bureau of Indian Education.

iv. Party is not a party to any agreement that would prohibit Parties from entering into this Agreement or fully performing the Services hereunder.

11. Insurance. The Parties will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with the general practices of businesses engaged in similar activities in similar geographic areas and in amounts, containing such terms, in such forms and for such periods as may be reasonable and prudent.

12. Miscellaneous.

- a. Survival. The provisions of paragraphs 9 and 9 (b), 10 (in its entirety) and 11 (in its entirety) shall survive the termination of this Agreement.
- b. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to Cognia Inc., Legal Department, 9115 Westside Parkway, Alpharetta, Georgia 30009 and to Commission for Oceti Sakowin Accreditation



(COSA), at the address shown above or at such other address or addresses as either party shall designate to the other in accordance with this Section.

- c. Entire Agreement/ No Third-Party Reliance. This Agreement, together with the exhibits attached hereto, contains the entire agreement among the parties regarding the subject matter hereof and supersedes all other written or oral understandings thereon. This Agreement is for the sole benefit of the Parties and no other party shall derive any right or benefit therefrom or be deemed to be third party beneficiaries thereunder.
- d. Amendment. This Agreement may be amended or modified only by a written agreement executed by both Parties.
- e. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of law provisions. Each of the parties to this Agreement irrevocably consent to the exclusive jurisdiction of the courts of the State of Georgia and the United States District Court for the District of Georgia, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby. Each of the parties to this Agreement expressly agree to submit to the exclusive jurisdiction of such courts for the purposes of resolving any dispute between the parties and waive any and all objections they may have to venue in such courts.
- f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Cognia's successors and assigns, including any corporation with which, or into which, the Company may be merged, or which may succeed to its assets or business, provided. Commission for Oceli Sakowin Accreditation (COSA) may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Cognia.
- g. Severability. If any of the provisions of this Agreement, or portions thereof, are declared under statute or applicable law to be invalid or unenforceable, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. Otherwise, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining portions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, legal, valid and enforceable, and if it is not possible to add such a provision, the parties agree to attempt to negotiate an amendment that carries out the economic intent of the provision(s) found invalid or unenforceable.
- h. Counterparts and Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement



may be executed by any party by delivery of a signature by facsimile, PDF, or other means of electronic transmission, which signature will have the same force and effect as an original signature. Any Party which delivers a signature by facsimile, PDF or other means of electronic transmission will promptly thereafter deliver an originally executed signature to the other party; provided, however, that the failure to deliver an original signature page will not affect the validity of any signature delivered by facsimile, PDF or other electronic method.

13. Replacement of Prior Agreement. The Parties acknowledge and agree that the Prior Agreement is hereby replaced in its entirety by this Agreement. This Agreement shall be effective, and the Prior Agreement shall be terminated, upon the execution of this Agreement by each of the parties to the Prior Agreement. Upon such execution, all provisions of the Prior Agreement are hereby superseded in their entirety and replaced herein and shall have no further force or effect.

{Agreement Signature page to follow}



IN WITNESS OF THIS, each of the officials who sign this agreement have done so on behalf of their agency.

By:	<u>Cognia Inc.</u>	By:	<u>Commission for Oceti Sakowin Accreditation (COSA)</u>
Signature:	<u>Annette Bohling</u>	Signature:	<u>Deborah Bordeauy</u>
Print Name:	<u>Annette Bohling</u>	Print Name:	<u>Deborah Bordeauy</u>
Title:	<u>Chief Global Accreditation Officer</u>	Title:	<u>Executive Director</u>
Date:	<u>6/8/2022</u>	Date:	<u>June 2, 2022</u>



Legal@cognia.org