

Texas Student Reengagement Program Agreement

between

Graduation Alliance, Inc.

AND

Killeen Independent School District

(hereinafter referred to as “District”)

(each identified individually as a “Party” and collectively as the “Parties”)

A. Purpose.

It shall be the purpose of this Texas Student Reengagement Program Agreement (the “Agreement”) to provide educational opportunities for eligible Students (“Student” or “Students”) who are working toward course credits which can be converted to high school credits through the Student Reengagement Program (the “Program”) operated by Graduation Alliance, Inc (“Graduation Alliance”). Graduation Alliance shall operate the Program as an internet online dropout recovery education program in accordance with the requirements of Texas Education Code (“TEC”) Section 29.081 (e-2).

B. Duration of Agreement.

This Agreement is effective from the date of Customer signature on this Agreement (the “Effective Date”) and expires on the August 31st following the three-year anniversary of the Effective Date. This Agreement automatically renews for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Either party may choose not to renew this Agreement without cause for any reason. Notwithstanding the foregoing, the Program shall not be deemed to be in effect until the date Texas Education Agency (“TEA”) approval is received, and neither party shall have any obligations under this Agreement until TEA approval is received.

C. Eligibility.

1. Individuals under the age of 26 years and who have not yet earned their high school diploma are eligible for the Program if they meet the following criteria:
 - a) was not advanced from one grade level to the next for one or more school years;
 - b) if the student is in grade 7, 8, 9, 10, 11, or 12, did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;
 - c) did not perform satisfactorily on an assessment instrument administered to the student under Subchapter B (Essential Skills and Knowledge), Chapter 39 (Public School System Accountability), and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
 - d) is pregnant or is a parent;
 - e) has been placed in an alternative education program in accordance with TEC Section 37.006 (Removal for Certain Conduct) during the preceding or current school year;
 - f) has been expelled in accordance with TEC Section 37.007 (Expulsion for Serious Offenses) during the preceding or current school year;
 - g) is currently on parole, probation, deferred prosecution, or other conditional release;
 - h) was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
 - i) is a student of limited English proficiency, as defined by TEC Section 29.052 (Definitions);
 - j) is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;

- k) is homeless as defined by 42 U.S.C. Section 11302, and its subsequent amendments;
 - l) resided in the preceding school year or resides in the current school year in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, cottage home operation, specialized child-care home, or general residential operation; or
 - m) has been incarcerated or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by TEC Section 1.07 (Definitions), Penal Code.
2. Once determined eligible for the Program, a Student will retain eligibility until the Student does one of the following:
- a) earns a high school diploma; or
 - b) becomes ineligible because of age.

D. Program Administration.

Graduation Alliance shall develop and deliver to District a Policy and Operations manual detailing the expectations for Students, the instructional model, attendance policy, Student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the parties and re-submitted to the District prior to the start of subsequent School Years. District is responsible for gaining approval and adoption by the District's Board or other governing entity in advance of the start of the School Year as needed.

E. Web Portal Configuration.

Graduation Alliance will provide the District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of Students in the program as a whole as well as for individual Students. The Portal also includes records of courses Students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that Students have met the District's graduation requirements.

The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including Student activity and progress.

F. Enrollment.

A Student will be considered enrolled when he/she has:

- 1. met all eligibility criteria specified in Section C.
- 2. completed all steps of the application process established by the District and the Program.
- 3. been accepted for enrollment by the District.
- 4. been enrolled by the Program.

G. Instruction.

Graduation Alliance will support the provision of instruction under this Agreement in accordance with the following:

- 1. Instruction for reengagement Students may include:
 - a) academic skills instruction appropriate to each Student's skills levels and academic goals.
 - b) college readiness and work readiness preparation coursework.
 - c) math, writing or reading remediation.
 - d) subject specific high school credit recovery instruction.
 - e) other coursework approved by the District, including cooperative work experience.
- 2. Instruction may not be limited to only those courses or subject areas in which Students are deficient in high school credits.

3. The Program may restrict or deny access into specific program elements if a Student's academic performance or conduct does not meet established guidelines.
4. Instructional support staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction and hold baccalaureate or advanced degrees.

H. Academic Coaching

Graduation Alliance provides each Student enrolled in the Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the Student, regular contact with the Student via phone, email, SMS or IM to facilitate and encourage academic progress and resolve issues and to provide support in case the Student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding US holidays. Academic Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Local Advocates and the Program management team as they work to keep the Student engaged and making progress.

I. Online Tutoring

Graduation Alliance will provide unlimited access to online tutoring to Students enrolled in the Program for courses in Math, Science, English and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day, Thanksgiving, and Independence Day), and is accessed through our Student learning environment.

J. Recruiting Services

1. Graduation Alliance provides Student Recruiting Services for this Program, including the establishment of a Student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective Students to join the Programs offered.
2. Within 5 business days of the Effective Date of this Agreement, The District shall provide a list of names and contact information (including but not limited to: child name, last known address, phone numbers, parent/guardian names, email address or other contact information on file in school records) of children who are eligible to enroll in the Program. Graduation Alliance will initiate contact to the Students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective Students about the school's Program. After the Program's initial launch, the District's representative, as defined in the Policy and Operations Manual, shall provide names and contact information of newly eligible Students to Graduation Alliance as soon as the Students become eligible, and in no event less frequently than quarterly. All prospective Students whose contact information is provided by the District according to the terms in this paragraph shall be considered "District Referrals".
3. Graduation Alliance may recruit prospective Students who are not District Referrals, however Graduation Alliance shall not enroll any Students who are not District Referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll Students within recruiting periods that are aligned with the specified Count Dates, unless otherwise directed by the District.
4. Per Subsection (g) of Section 29.081 of the Texas Education Code, in addition to eligible students described in Subsection (d) of Section 29.081 (see Section C ("Eligibility") of this Agreement), a student who satisfies local eligibility criteria adopted by the Board of Trustees of the District may also receive instructional services under the Program, however the number of such additional students receiving Program services under local eligibility criteria during the school year may not exceed 10 percent of the number of eligible students described by Section 29.081 (section C of this Agreement) who received services from the district during the preceding school year. District shall inform Graduation Alliance of the maximum enrollment in the Program to ensure adherence to this code in advance of each school year.

K. Case Management and Student Support.

Graduation Alliance will be responsible for the provision of case management services to all enrolled Students in accordance with the following:

1. Case management staff (also known as "Local Advocates") will be assigned to the Program to provide accessible, consistent support to Students, as well as career guidance information, employment assistance or referrals and to facilitate proctoring of exams.
2. Program staff will meet with each eligible Student at a minimum monthly to support progress toward coursework completion and mitigate barriers.

3. Graduation Alliance will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about Student progress. Local Advocates are required to successfully complete a criminal background check in advance of meeting face to face with Students.

L. Hardware and Internet Connectivity

1. If requested by the Student, Graduation Alliance will provide laptop computers necessary to complete services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified Students' use during the period Students are enrolled in the Program. Computers will be released to Students after a Financial Responsibility Form has been signed by the Student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the Student leaves, removed from or no longer eligible to participate in the Program.
2. Graduation Alliance will provide internet capability for provided laptop computers based upon commercially-available services offered in the District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked for Students who violate either Graduation Alliance's Terms and Conditions, or the Student Honor Code accepted by the Student.

M. District Administrative Responsibilities.

1. The District will work cooperatively with Graduation Alliance to implement this Agreement and to ensure that quality reengagement services are provided.
2. The District will designate a primary contact person to work with Graduation Alliance in implementing this Agreement and to provide oversight and technical assistance.

N. Statewide Student Assessment.

The District will work with Graduation Alliance to ensure that all reengagement Students have the opportunity to participate in the statewide Student assessment.

O. Provision of Special Education.

The District will be responsible for the provision of special education services to any enrolled reengagement Student who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide common Special Education accommodations at the direction of the District and after evaluation of the Student's current IEP.

P. Provision of Section 504 Accommodation Plan.

The District will provide the same accommodations to reengagement Students under Section 504 of the 1973 Rehabilitation Act as it provides to all Students otherwise enrolled in the District. Graduation Alliance shall provide common Section 504 accommodations at the direction of the District and after evaluation of the Student's current 504 Plan.

Q. Provision of English Learner Services.

The District is responsible for the provision of services to students who are eligible for English Learner services and are otherwise qualified for participation in the Program. Any additional funds claimed by the District to serve this population shall be retained by the District.

R. Award of Credit.

High school credit will be awarded for all Graduation Alliance coursework in which reengagement Students are enrolled in accordance with the following:

1. High school credit will be awarded for the Program instruction provided by Graduation Alliance.
2. The District will ensure that the process for awarding high school credits as described above is implemented as part of the District's policy regarding award of credits per state statute and state department of education rules and policies.
3. Graduation Alliance documentation related to the earned credits will be provided to the Student and the District.

S. Annual School Calendar.

The school year begins on August 1st and ends on July 31st of the following year.

T. Monthly Reporting of Student Progress.

Satisfactory Progress will be reported to the District monthly in accordance with the standards set by the commissioner. Students will be reported monthly to the District who:

1. Attained monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
2. Did not attain monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
3. Did not attain monthly Satisfactory Progress for two consecutive months based upon criteria defined in the Program Policy and Operations Manual.

U. Monthly Enrollment Report

1. The following requirements must be met for any Student to be considered eligible for enrollment under this Agreement:
 - a) Met the eligibility criteria as specified in Section C and Section J.4.
 - b) Met the enrollment criteria as specified in Section F.
2. Enrollment will be reported to the District monthly in accordance with the following:
 - a) Enrollment is based on the date each Student met the enrollment criteria as specified in Section F .
 - b) Graduation Alliance shall submit to District by the fifth (5th) business day of each month data detailing those Students who enrolled during the previous month.

V. Monthly Billing Report

By the fifth business day of each month Graduation Alliance will report to District the names of Students eligible for current billing, and each Student's billable Days of Attendance as defined in Section V(3). The following requirements must be met for a Student to be eligible for billing:

1. The Student met the eligibility criteria specified in Section C and Section J(4) in the prior month.
2. The Student met the enrollment criteria specified in Section F in the prior month.
3. The Student has earned billable "Days of Attendance" in the prior month. A Student's Days of Attendance for any month are the lesser of (a) attendance days credited for courses successfully completed in that month and (b) the Student's actual days of enrollment in that month. Days of enrollment in subsequent months may be billed as Days of Attendance until all attendance days credited for completed courses have been billed.
4. Successful course completion of four credits is equal to 1.0 Full Time Equivalency ("FTE") for billing purposes. Attendance days for more than four credits worth of courses completed in a school year will not be billed to District by Graduation Alliance.

W. Fees for Service.

1. For each Student eligible for billing as defined in Section V, Graduation Alliance shall bill District that Student's Days of Attendance in the prior month times the "Daily Attendance Rate," adjusted for the volume discounts shown below. The Daily Attendance Rate is the quotient arrived at by dividing the District Basic Allotment ("DBA") by the number of school days in District's calendar. District's DBA and number of school days for the current school year is shown on Exhibit A. Updates to DBA shall be considered incorporated by reference into this Agreement without the need for formal amendment.
 - a) 1 to 14 Students: 92% X Days of Attendance X Daily Attendance Rate
 - b) 15 to 39 Students: 90% X Days of Attendance X Daily Attendance Rate
 - c) 40 to 99 Students: 88% X Days of Attendance X Daily Attendance Rate
 - d) 100+ Students: 86% X Days of Attendance X Daily Attendance Rate
2. The District shall remit payment to Graduation Alliance within thirty (30) days of the receipt of an invoice.

X. Termination.

If District chooses not to renew this Agreement per Section B above, and Students are still active in the Program upon notifying Graduation Alliance of its intention not to renew, the District shall be responsible for the following:

1. Offering a substantially similar program to active Students.
2. Obtaining a signed Transfer Consent from Student (or if Student is under the age of 18 as of the expiration date of this agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.
3. Transferring active Students to the substantially similar program.
4. Signed Transfer Consents must be presented to Graduation Alliance within 30 days of notification of District's intention not to renew this Agreement.
5. If District cannot secure signed Transfer Consents for any active Student within the 30-day period, this Agreement remains in full force and effect for that active Student and District agrees to delay its intention to not renew until terms in this Section V are met for all active Students.

Y. Required Documentation and Reporting.

1. Student Documentation:
 - a) Graduation Alliance shall maintain Student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.
 - b) Graduation Alliance shall, on behalf of the District, request school records for each Student from the last school they attended.
 - c) Graduation Alliance shall maintain documentation of case management, Student assessment, monthly progress evaluations, and award of credit.
 - d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of Student records.
 - e) Access to all Student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).
2. Reporting of Student Data:
 - a) The District will ensure that all required Program Student information is reported in the Student information system and in accordance with District and state standard procedures.
 - b) the District will define the data elements the Program must provide for each Student in addition to the format and required reporting dates for the submission of data.
 - c) The District will provide on an annual basis the semester end dates for its school calendar.

Z. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR GRADUATION ALLIANCE'S STATUTORY DATA SECURITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, EXCEED THE TOTAL OF SUMS PAID TO GRADUATION ALLIANCE BY DISTRICT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.

AA. Indemnity.

1. Graduation Alliance shall indemnify, hold harmless, and defend District against claims, losses, damages, and judgments of any nature arising from or attributable to Graduation Alliance's (i) breach of this Agreement, (ii) violation of law or regulation, or (iii) gross negligence or willful misconduct in performance of Program Services or Graduation Alliance's other obligations hereunder.

2. To the extent permitted by Texas law, The District shall indemnify, hold harmless, and defend Graduation Alliance against claims, losses, damages, and judgments of any nature arising from or attributable to District's (i) breach of this Agreement, (ii) violation of law or regulation, or (iii) gross negligence or willful misconduct in District's performance of its obligations hereunder.
3. The indemnity provided for in subsections (1) and (2) shall include advancement and reimbursement of attorney's fees and other legal costs incurred by the indemnified party.

BB. Miscellaneous Provisions.

1. **Applicable Law.** This Agreement shall be interpreted and construed under the laws of the State of Texas.
2. **Relationship.** The parties' relationship to each other is that of independent contractors. In no event shall the parties be deemed to have created a fiduciary relationship including a partnership, joint venture, or agency relationship.
3. **Entire Agreement.** This Agreement, including addendums hereto, represents the parties' entire agreement, superseding and rendering null and void any prior agreements, negotiations, representations, or understandings, written or verbal.
4. **Amendment.** This Agreement may be amended only in an addendum hereto or another formal written agreement signed by authorized representatives of both parties.
5. **Waiver.** No waiver of any provision of this Agreement shall be effective unless such waiver shall be in writing, signed by all parties, and then shall be effective only for the period and specific instance for which given.
6. **Severability.** Should any provision of this Agreement be found invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
7. **Assignment.** This Agreement shall be binding upon the parties' successors and assigns. Consent to assignment, which shall not be unreasonably withheld in any event, shall not be required in the event of assignment as a result of the acquisition of a party or substantially all its assets.
8. **Dispute Resolution.** Except as otherwise required by applicable state law, disputes among the parties shall be resolved in the following manner:
 - a) Prior to the initiation of any legal proceeding, the parties first shall attempt to resolve their dispute informally, with representatives of the parties to meet as reasonably deemed necessary in an attempt to resolve their dispute.
 - b) If the Parties are unable to resolve their dispute informally, the exclusive means of resolving claims under this Agreement or arising from performance of the Program Services shall be binding arbitration under the Federal Arbitration Act, in a proceeding before a single arbitrator governed by the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any resulting award may be entered in any court of competent jurisdiction.
9. **Survival.** In addition to other provisions which logically would be expected to survive termination, Sections Z, AA, and BB shall survive termination of this Agreement.
10. **Notices.** Notices under this Agreement shall be effective if given to the signatories or their successors, or to any authorized officer of a party, via email or overnight mail to the addresses shown below with the parties' signatures, or in any other manner reasonably calculated to provide actual notice. The parties are responsible for informing each other in writing of changes to their addresses for notice.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.
10 W. Broadway, Suite 700
Salt Lake City, UT 84101

Killeen Independent School District
200 N. WS Young Drive
Killeen, TX 76543

By: _____
Andy Cusimano, Chief Financial Officer
contracts@graduationalliance.com

By: _____

Title: _____

Email: _____

Date: _____

Date: _____

REVIEWED

By George E. Ybarra, Purchasing Director at 6:43 pm, Aug 26, 2025

Attachments:

Exhibit A: 2024-2025 School Year DBA

Exhibit A

2024-2025 School Year DBA

The District Basic Allotment (DBA) for the 2024-2025 school year is \$6,160.

District's number of school days for the 2024-2025 school year is 169.