

# Texas Tech Coding Academy: An Austin Coding Academy and Texas Tech University - eLearning & Academic Partnerships *Workforce Development & Education Program Agreement*

## **Parties**

This Workforce Development & Education Agreement (the "Agreement") is between Austin Coding Academy, LLC ("ACA") and Texas Tech University ("TTU") on behalf of eLearning & Academic Partnerships ("TTU-EAP") and outlines their commitment to the following education opportunity. ACA and TTU may be referred to individually as a "Party," or collectively as the "Parties."

## **Responsibilities**

### **1) ACA agrees to the following:**

- a) Commence programs agreed upon as described in a mutually agreed upon addendum.
- b) Provide a student admissions screening process;
- c) Provide all required student registration information to TTU-EAP at least one (1) week prior to the start of a "Class" as defined in Addendum A to this Agreement;
- d) Provide faculty and staff that may include:
  - i) Full time and/or part time instructors;
  - ii) Admissions/recruitment representatives;
  - iii) Clerical support;
- e) Commence classroom instruction no later than date(s) established in respective addendum(s) as mutually agreed upon by the Parties;
- f) Complete all classroom instruction and required curriculum within a year of the Effective Date of this Agreement, as that term is defined herein;
- g) Ensure that the instruction complies with all city, state, and federal regulations and guidelines pertaining to the Workforce Education Course Manual;
- h) Undertake all reasonable efforts to cooperate with TTU-EAP to ensure instructors meet minimum requirements of the Texas Higher Education Coordinating Board ("THECB") and SACSCOC.
- i) Provide all relevant texts, materials, and supplies for instruction, except computer hardware;
- j) Undertake all reasonable efforts to assist each student in successfully completing all requisite instruction;
- k) Provide relevant data of completers in regard to job placement rates upon successful completion;
- l) Maintain and provide proof of worker's compensation coverage for all ACA employees associated with the instruction; and
- m) Abide by TTU-EAP procedures in regard to Equal Employment Opportunity Commission compliance, drug and alcohol use, student code of conduct, tobacco use,

and federally mandated Title IX sexual harassment / violence policies and procedures.

**2) TTU agrees to the following:**

- a) Register students who have been approved for Class(es) by ACA;
- b) Register and receive full tuition payment from no fewer than twelve (12) students on or before the date provided in the appropriate mutually agreed upon addendum.
- c) Maintain records of Classes completed by each student, including any continuing education units ("CEUs") earned, and provide a certificate of completion to each student successfully completing Class(es);
- d) Charge and collect from each student a tuition fee as noted in mutually agreed upon addendum(s) per Class;
- e) Pay to ACA the appropriate amounts noted in the addendum(s) per student per Class for instruction and other services rendered pertaining thereunto;
- f) Provide to ACA invoices for enrollment fees in contracted Classes two (2) weeks following the start of a Class, to be sent via email;
- g) Assist with the marketing and recruitment of the program to potential students through advertisements, social media, promotional materials, and other mutually agreed upon outlets;
- h) Provide ACA instructional space and instructional equipment as needed;
- i) Provide ACA a mutually agreed upon office space with 24/7 access;
- j) Make best efforts to afford ACA maximum flexibility with respect to scheduling classes;
- k) Maintain on file the Class curriculum and qualifications of all Instructors;
- l) Provide and maintain student evaluations of Class and instructors according to agreed-upon criteria;
- m) Provide refunds to students in accordance with TTU-EAP policies and procedures, <http://www.depts.ttu.edu/opmanual/OP30.05.pdf>;
- n) Provide information, support, and guidance to qualifying students in regard to available financial aid opportunities; And,
- o) Award to each student who is deemed a successful completer by ACA a certificate of completion.

**3) Mutual and coordinated responsibilities.**

**The Parties agree to:**

- a) Communication and marketing. Make best efforts to cooperate in communicating information about this Agreement.
- b) Coordinate information to advertise to and inform potential students. Each Party will assume responsibility for appropriate marketing to reach potential students and will annually review marketing materials to ensure accuracy and currency.

**General Terms**

## 1.1 Publicity

ACA agrees that it will not publicize the Agreement or disclose, confirm, or deny any details thereof to third parties and will not use TTU's name or protected marks without the prior express written approval of TTU.

## 1.2 Independent Contractor Status

ACA is an independent contractor. ACA is not a state employee, partner, joint venture, or agent of TTU. As an independent contractor, ACA is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort including worker's compensation insurance. ACA is responsible for its conduct of business operation, including employee salaries, travel expenses, etc.

## 1.3 Subcontractors

If ACA subcontracts all or a portion of the scope of work ACA must have identified all proposed Subcontractors to TTU in ACA's Qualifications submitted 2 weeks before the start of a class(es). ACA shall not delegate any of its duties or responsibilities under the Agreement to any Subcontractor, except as expressly provided for in the Agreement documents and as approved by TTU. Subcontractors providing services under the Agreement must meet the same requirements and level of experience required of ACA. The utilization of any Subcontractor for providing services under the Agreement will not relieve ACA of the responsibility for ensuring the requested services are provided. All Subcontractors are subject to the Affirmation and Conflict of Information acknowledgements and disclosures as set forth in the TTU Operating Policies, <https://www.depts.ttu.edu/opmanual/>.

## 1.4 Insurance Requirements

Consistent with its status as an independent contractor, ACA will carry and cause its Subcontractors to carry at least the following insurance, with companies authorized to do business in Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code.

TTU in no way warrants that these limits are sufficient to protect ACA from liabilities that might arise out of the performance of the scope of work. ACA shall assess its own risks and, if it deems appropriate or prudent, maintain higher limits or broader coverages. ACA is not relieved of any liability or other obligations assumed by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. All policies shall be written on a primary basis, non-contributory with any other insurance coverage or self-funded plans which TTU maintains.

1.4.1 ACA agrees to furnish insurance certificates reflecting the following coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers Compensation (Coverage A)	Statutory

Employer's Liability (Coverage B)	\$1,000,000
Commercial General Liability, including products and completed operations	
a. General Aggregate	\$2,000,000
b. Products/Completed Operations Aggregate	\$2,000,000
c. Each Occurrence Limit	\$1,000,000
d. Personal Advertising Injury	\$1,000,000
e. Damage to Rented Premises	\$50,000
f. Medical Payments (any one person)	\$5,000
Automobile Liability (covering leased, hired, non-owned and employee non-owned vehicles) Bodily Injury/Property Damage (each accident)	\$1,000,000
Personal Injury Protection	Statutory

*NOTE: An umbrella policy may be used to reach required limits.*

**1.4.2 Commercial General Liability ("CGL") must include coverage for liability arising from services completed operations and liability assumed under an insured Agreement.**

**1.4.2.1** If the CGL insurance has a general aggregate limit, then ISO endorsement CG 25 04 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the Agreement, and the limit must be twice the minimum required occurrence limit.

**1.4.2.2** ACA will name TTU, and its Board of Regents, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 2026 or its equivalent. The policy shall include ISO endorsement CG 20 01 04 13

**1.4.2.3** The CGL policy shall contain no endorsements or modification limiting the scope of coverage for liability assumed under an agreement, or liability arising from pollution.

**1.4.3 Additional Insured, Subrogation**

All policies must include a waiver of subrogation favoring TTU. With the exception of the Workers' Compensation and Professional Liability policies, TTU must be an additional insured on all policies.

**1.4.4 Certificates of Coverage**

At least thirty (30) days prior to the effective date of the Agreement and at least

thirty (30) days prior to the commencement of any renewal term of the Agreement, or upon renewal of the policies, ACA shall furnish TTU Procurement Services with certificates of insurance in a form acceptable to TTU, certifying that ACA carries the required insurance policies and coverage. The certificates shall be sent to TTU Procurement Services at [procurement.insurancecerts@ttu.edu](mailto:procurement.insurancecerts@ttu.edu).

#### **1.4.5 Notification of Cancellation**

ACA shall notify TTU in accordance with the requirements herein thirty (30) days before any material change or cancellation of any insurance policy. In the event ACA receives notice of modification or cancellation of any of the policies required under any Agreement, then prior to the effective date of modification or cancellation of the policy, the ACA will obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to TTU. If ACA fails to obtain such an insurance policy, TTU may immediately terminate the Agreement after providing ACA with notice of such termination.

#### **1.5 Acceptance of Services**

All services provided under this Agreement will be to the satisfaction of TTU and in accordance with the Specifications, terms, and conditions of this Agreement. TTU reserves the right to inspect the service performed and to determine the quality, acceptability, and fitness of such services. No payment made by TTU will (a) be construed to be final acceptance or approval of that part of the services to which the payment was made, or (b) relieve ACA of any of its duties or obligations under the Agreement.

#### **1.6 Warranties**

ACA warrants that services furnished under the Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Agreement. TTU may provide ACA with notice of any defect or nonconformance on or before the time period set forth in this Agreement. ACA will correct or re-perform, at no cost to TTU, any service that does not conform to the requirements of this Agreement.

#### **1.7 Infringement of Patents and Copyrights**

ACA agrees to protect TTU from claims involving infringement of patents or copyrights. ACA will defend, at its expense, any proceeding against TTU ("Claim") to the extent such Claim is based upon an allegation that ACA's product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. ACA will indemnify TTU for any judgments, settlements, and reasonable attorney fees resulting from a Claim.

#### **1.8 Taxes**

**1.8.1** TTU, as a political subdivision of the State of Texas, qualifies for exemption from

state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act in accordance with §151.309, Texas Tax Code, and Title 34 Texas Administrative Code §3.322. ACA may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

**1.8.2** ACA shall collect and pay all taxes imposed upon the sale of items included in this Agreement, as required by federal, state or local law. ACA shall be responsible for and pay all social security, unemployment insurance, old age retirement, and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by ACA.

## **1.9 Access by Individuals with Disabilities**

ACA will address all applicable technical standards (1 TAC 206, and I TAC 213) by completing a Voluntary Product Accessibility Template ("VPAT") attesting to any electronic and information resources ("EIR") accessible features and capabilities or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. TTU reserves the right to perform testing on ACA's deliverables to ensure the accuracy of their VPAT response regarding conformance with the 1TAC 206/1TAC 213 technical standards.

## **1.10 Time of Performance**

Time is of the essence in providing services under this Agreement. ACA and TTU agree to perform all obligations and provide services on the schedules set forth in the associated or as agreed upon in this Agreement. Neither Party will have any obligation to accept late performance by the other Party.

## **1.11 Term.**

**1.11.1** This Agreement begins on the date of last signature, (the "Effective Date"), and expires five (5) years from that date.

**1.11.2** The Parties may extend this Agreement for up to five (5) optional one (1) year terms, if they agree in writing at least sixty (60) days prior to the expiration date or the expiration of the then current extended term.

## **1.12 Termination**

**1.12.1** TTU may terminate this Agreement early upon one hundred and twenty (120) days prior written notice to the other Institution for any or no reason.

**1.12.2** The Agreement is subject to termination, without penalty, in whole or in part, if funds required for performance of either Party are not appropriated by the legislature or the Texas Tech University System Board of Regents.

**1.12.3** The Agreement may be terminated by either ACA or by TTU upon thirty (30) days

written notice to the other, if the other Party fails to perform or comply with any of the material terms, covenants, terms or conditions hereof, and such failure is not cured during such thirty (30) day period. The termination of the Agreement, under any circumstances whatsoever, shall not affect or relieve ACA from any obligation or liability that may have been incurred or will be incurred pursuant to the Agreement and such termination by TTU shall not limit any other right or remedy available to TTU at law or in equity.

**1.12.4** TTU may terminate the Agreement immediately without further notice if ACA (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignments or sale of its assets or business for the benefit of creditors.

**1.12.5** In no event will termination by TTU as provided for under this section give rise to any liability on the part of TTU including, but not limited to, claims of ACA for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TTU's sole obligation hereunder is to pay ACA for services received prior to the effective date of termination.

### **1.13 Agreement Amendments and Addenda**

No amendment or addenda to this Agreement shall become valid unless agreed to by TTU in writing and signed by both Parties. All correspondence regarding amendments and addenda to this Agreement must be forwarded to TTU Procurement Services for prior review and approval. Only the Chief Procurement Officer or his or her designee will be authorized to process changes, amendments, or addenda. All amendments and addenda must be signed by the same person who signed the original Agreement, their successor, or a person with equivalent signatory authority. All Addenda shall be mutually agreed upon in writing and incorporated into this Agreement by reference.

### **1.14 Retention of Documents**

ACA will maintain records generated pursuant to the Agreement for the full term of the Agreement plus a period of at least two (2) years after expiration or termination of the Agreement.

### **1.15 Right to Audit**

**1.15.1** TTU shall have the right, at its sole cost, to either use its own employees or engage an independent third party to audit the financial records of ACA pertaining to the Agreement. Such audit shall be completed by TTU or its representatives at ACA's office, on reasonable advance notice, and on dates and times mutually agreed to by the Parties. In the event such audit reveals any underpayment to or overpayment by TTU, ACA shall promptly pay the amount to TTU. If such audit reveals any overpayment to or underpayment by TTU, TTU shall promptly pay the

amount to ACA.

**1.15.2** ACA understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. ACA further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. ACA will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through ACA and the requirement to cooperate is included in any subcontract awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of ACA relating to this Agreement for any purpose.

### **1.16 Confidentiality**

ACA and TTU acknowledge that they or their employees may, in the performance of the Agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither Party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with ACA or TTU unless required by law or legal process.

In the course of providing services during the term of this Agreement, ACA may have access to student education records that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that ACA has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. ACA agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law, ACA shall not disclose or share education records with any third party – unless permitted by the terms of this Agreement – or to Subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of ACA under this Agreement.

### **1.17 Severability**

If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

### **1.18 Non-Waiver of Defaults**

Any failure of a Party at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair it or the right of the Party at any time to avail



itself of same.

### **1.19 Assignment**

Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by TTU. ACA shall not subcontract any portion of the services encompassed by the Agreement without TTU's prior written approval. TTU shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by ACA shall be wholly void and ineffective for all purposes unless made in conformity with this section.

### **1.20 Texas Public Information Act**

All information, documentation and other material submitted by ACA under this Agreement is subject to public disclosure under the Texas Public Information Act (the "Act") (Texas Government Code, Chapter 552). ACA is hereby notified that TTU strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General.

TTU will use its best efforts to maintain the confidentiality of all ACA's submitted information except where TTU is required to disclose it under the Act. The Texas Attorney General will ultimately decide whether ACA's proprietary information (such as financial information, client lists, etc.) is released to the public, however TTU shall give ACA prompt notice of all requests for its proprietary information in accordance with the Act. TTU cannot represent ACA's interests to the Texas Attorney General and where ACA seeks to protect its proprietary information, it will be required to submit a letter, brief, or memorandum to the Attorney General with reasons in support of withholding its information. Please note that in general, ACA pricing information will be disclosed under the Public Information Act. ACA acknowledges that it has had opportunity to consult with counsel of its choosing regarding the Public Information Act.

### **1.21 Disclosure of Interested Parties**

As applicable and pursuant to Texas Government Code §2252.908, ACA must complete Form 1295 for certification and filing with the Texas Ethics Commission no later than thirty (30) days after the effective date of this Agreement. The form is found at <https://www.ethics.state.tx.us/index.html>.

### **1.22 Registration of Sex Offenders**

All sex offenders required to register with local law enforcement authorities under § 62.151 of the Texas Code Of Criminal Procedure who intend to provide services on any campus of TTU for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with the TTU Police Department ("TTUPD") within seven (7) days of beginning work on any campus of TTU. In addition, such sex offenders are required to notify TTUPD within seven (7) days of terminating services on any campus. Therefore, if employees or agents

of ACA or its Subcontractors reasonably expect to perform services on any TTU campus(es), ACA shall comply with this requirement. For additional information, please contact TTUPD at (806) 742-3931.

### **1.23 Indemnification**

ACA AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS TTU, TEXAS TECH UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS, AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, LOSSES, COSTS AND LEGAL FEES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION OF ACA IN THE PERFORMANCE OR FAILURE TO PERFORM WITHIN THE AGREEMENT INCLUDING THE NEGLIGENT ACTS OR OMISSION OF ANY SUBCONTRACTOR OR ANY DIRECT OR INDIRECT EMPLOYEES OF ACA OR ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THE AGREEMENT SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

### **1.24 Governing Law and Venue**

The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted, and applied in accordance with, and governed by and enforced under the laws of the State of Texas. Lubbock County, Texas shall be the proper place of venue for suit on or in respect to the Agreement.

### **1.25 Dispute Resolution**

To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by TTU and ACA to attempt to resolve any claim for breach of contract made by ACA.

- (a) ACA's claim for breach of this Agreement that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B. To initiate the process, ACA shall submit written notice, as required by Subchapter B, to the Chief Procurement Officer. Said notice specifically states that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TTU and ACA that are otherwise entitled to notice under this Agreement. Compliance by ACA with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C.
- (b) The contested case process provided in Chapter 2260, Subchapter C, shall be ACA's sole and exclusive process for seeking a remedy for an alleged breach of contract by TTU if the Parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants ACA consent to sue under Chapter 107 of the Civil Practices and Remedies Code.
- (c) Neither the execution of this Agreement by TTU nor any other conduct of any representative of TTU relating to the Agreement shall be considered a waiver of TTU's sovereign immunity to suit.

- (d) The dispute resolution process provided for in Chapter 2260 will not, at any time, affect TTU's right of ability to bring suit against ACA for disputes arising under this Agreement, nor will it affect TTU's ability to assert all claims and defenses in a lawsuit.
- (e) Pursuant to Chapter 2260, the submission, processing and resolution of ACA's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.
- (f) Notwithstanding any other provision of the Agreement to the contrary, unless otherwise requested or approved in writing by TTU, ACA shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, ACA may suspend performance during the pendency of such claim or dispute if ACA has complied with all provisions of §2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

**1.26 No Boycott.**

If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of TTU, and if ACA is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code §2270.002, ACA affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Texas Government Code §808.001.

**Notice.** Formal notice under this Agreement must also be written and delivered to the person or department named below: (1) by hand delivery, (2) by United States mail, or (3) by email. Notice will be effective upon physical delivery of the notice by messenger service; or, four (4) business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgement of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

**If to ACA:**

Attn: Chris Lofton  
701 Brazos St, Ste 1616  
Austin, TX 78201  
[clofton@austincodingacademy.com](mailto:clofton@austincodingacademy.com)

**If to TTU:**

TTU-eLearning & Academic Partnerships  
Attn: Clay Taylor  
Box 45095  
Lubbock, TX 79409-5095  
[clay.taylor@ttu.edu](mailto:clay.taylor@ttu.edu)  
with a copy to:  
TTU Procurement Services  
Attn: Contracting  
Box 41094  
Lubbock, TX 79409  
[contracting@ttu.edu](mailto:contracting@ttu.edu)

This Agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers the last day and year written below.

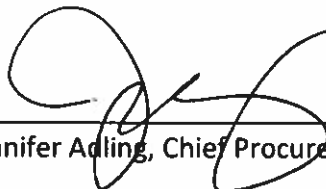
**Signatures:**

**For ACA:**

**For TTU:**



\_\_\_\_\_  
Chris Lofton, CEO



\_\_\_\_\_  
Jennifer Adling, Chief Procurement Officer

7/25/2019

\_\_\_\_\_  
Date

7-29-19

\_\_\_\_\_  
Date

## Addendum A:

### Texas Tech Coding Academy at Texas Tech University – Highland Lakes

#### ACA Responsibilities:

- a) FSWD Program ("Program"), comprising four (4) consecutive eight (8) week classes (each, a "Class")
- b) Commence classroom instruction no later than October 15, 2019.

#### TTU-EAP Responsibilities:

- a) Register and receive full tuition payment from no fewer than twelve (12) students on or before the date provided in the appropriate addendum.
- b) Charge and collect from each student a tuition fee of \$2,500 per FSWD Class;
- c) Pay to ACA \$2,125 per student per Class for FSWD instruction and other services rendered pertaining thereunto;
- d) Pay to ACA \$2,125.00 per student per Class for FSWD instruction and other services rendered pertaining thereunto;
  - All tuition funds under this section received by TTU-EAP on or before October 15, 2019 shall be disbursed to ACA by October 20, 2019;
  - All tuition funds under this section received by TTU-EAP after October 15, 2019 shall be disbursed to ACA by November 1, 2019.

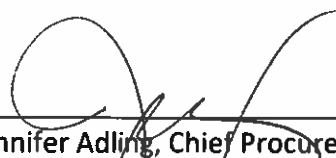
#### Signatures:

For ACA:

  
\_\_\_\_\_  
Chris Lofton, CEO

7/25/2019  
\_\_\_\_\_  
Date

For TTU:

  
\_\_\_\_\_  
Jennifer Adling, Chief Procurement Officer

7-29-19  
\_\_\_\_\_  
Date