

### AIR TUTORS CONTRACT FOR SERVICES AGREEMENT

This Air Tutors Contract for Services Agreement (the "Agreement") made this October 2023 ("Effective Date"), by and between Air Tutors, LLC ("Air Tutors"), Ector County Independent School District (the "District"), (collectively "the Parties").

(1) Statement of Services

(a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors's services.

(b) Scope of Work.

i) Accelerated Learning Outcomes

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the District (the "Services").

Air Tutors will create small online learning communities throughout the District that are designed to reinforce current classroom topics through highly innovative small group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located district-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The District will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student's native language. Air Tutors will get to know each student's unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the District in the following core academic areas of study: Mathematics and English Language Arts.

The District is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors's time restraints.

Air Tutors will align with the District's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the District requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

• 1 hour of Services = \$100.00

The total base pay for the Services rendered pursuant to this contract is \$1,338,000.00 in accordance with Schedule A. The total purchase order of \$1,338,000.00 will be billed in four installments, whose amounts are listed below, with the first installment occurring on the first day of instruction. The remaining Installments (Installments 2-4) will be deducted from the purchase order total and invoiced to the district as the Services are rendered.

Installment 1: \$334,500.00 Installment 2: \$334,500.00 Installment 3: \$334,500.00 Installment 4: \$334,500.00

If this agreement is terminated by either party, the District shall pay for the value of all services rendered up through the date of termination.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

## (3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the District, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the District hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

### (4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the District on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## (5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30th, 2024. No renewal of this contract shall be given effect absent written consent of Air Tutors' CEO, Hasan Ali, and District representative, Jerry Mahana.

### (6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the District.

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE DISTRICT'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

### (8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

Customer's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by Customer without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

This Agreement shall be governed by the laws of the State of Texas.

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

# AIR TUTORS, LLC

DATED

10/12/2023

By: Hasan Ali, CEO

## ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

DATED 10/13/2023

Jerry Mahana Jerry Mahana, Director of Purchasing

## SCHEDULE A - Outcomes-Based Pricing Air Tutors

### STATEMENT OF WORK

- To provide guidance & support to the district in closing the academic gaps with our students in ECISD and providing one to one scheduled tutoring that will support personalized learning for all students (including Special Education and English Learners)
- Support must be customizable to meet the needs of our individual students. Sessions will occur within the school day, or extended school day for fidelity of implementation
- Data sharing agreement, approved by the school board will provide the tutoring partner access to real time NWEA MAP data in order to customize instruction for students
- An adaptive, personalized curriculum that includes multiple ways for students to learn the TEKS they have learning gaps, as identified by Beginning of Year MAP
- On-going progress monitoring of the students provided by tutoring partner after 10 sessions with students

#### DELIVERABLES

Northwest Evaluation Association (NWEA), is a research-based not-for-profit organization that creates academic assessments for student's Pre-K through12. Currently, NWEA assessments are used by over 9,500 schools and districts in 145 countries. Its primary assessment product is the MAP Suite, a collection of formative and interim assessments that help teachers identify unique student learning needs, track skills mastery, and measure academic growth over time. By testing students three times over the school year, MAP assessments attempt to track student growth over time in order to help educators plan instruction that meets student at their level and predict performance on accountability measures.

Research within the data team with NWEA shows that when a student reaches 60% to 65% Conditional Growth Percentile, this is an attainable milestone and approximately 40% of the students nationwide reach this milestone.

NWEA said when a student reaches the 85th Conditional Growth Percentile, and 15% of the students nationwide reach this milestone.

#### 60 to 65 Conditional Growth Percentile 10% bonus

66 to 99 Conditional Growth Percentile 15% bonus

If a student does not meet fidelity of implementation or if students reach 50th percentile conditional growth the partner received base pay

If a student does not meet conditional growth but met implementation requirement <40 to 49% then we deduct 10%

If a student does not meet conditional growth but met implementation requirement <39 we deduct 15%

	e Card for Students Austin Elementary
Tota	al Students: 65 ÷ 4 = 17 groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: 20 hrs (340) x \$100= \$34,000.
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
	-10% \$22.50
Penalty Fee: <40 to 49%	

Total possible max payout is 65 students x 20 hrs. x \$28.75 = \$37,370.00.

	e Card for Students Burnet Elementary
Tota	al Students: 120 ÷ 4 = 30 groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: 20 hrs (600) x \$100= \$60,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
	-15% \$21.25

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Total possible max payout is 120 students x 20 hrs. x \$28.75 = \$69,000.

	e Card for Students ameron Elementary
Tota	al Students: 120 ÷ 4 30 = groups
Base Cost per group per hour: \$100.00	
	se Cost for campus: 0 x 20 hrs (600) x \$100= \$60,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$60,000.

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Total possible max payout is 120 students x 20 hrs. x \$28.75 = \$69,000.

	e Card for Students Dowling Elementary
Tota	l Students: 200 ÷ 4 = 50 groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: ) x 20 hrs (1000) x \$100= \$100,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$100,000.

Total possible max payout is 200 students x 20 hrs. x \$28.75 = \$115,000.

Rat	e Card for Students at Murry Fly Elementary
Tota	ll Students: 200 ÷ 4 = 50 groups
Base	e Cost per group per hour: \$100.00
50	se Cost for campus: 0 x 20 hrs (1000) x \$100= \$100,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

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School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$100,000.

Total possible max payout is 200 students x 20 hrs. x \$28.75 = \$115,000.

	e Card for Students Goliad Elementary
Tota	al Students: 200 ÷ 4 50 = groups
Base Cost per group per hour: \$100.00	
50	se Cost for campus: 0 x 20 hrs (100) x \$100= \$100,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

bonus in May or provide зaл F н \$100,000.

Total possible max payout is 300 students x 20 hrs. x \$28.75 = \$115,000.

	e Card for Students conzalez Elementary
Tota	al Students: 180 ÷ 4 = 45 groups
Base Cost per group per hour: \$100.00	
	se Cost for campus: 20 hrs (900) x \$100= \$90,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$90,000.

Total possible max payout is 180 students x 20 hrs. x \$28.75 = \$103,500.

	e Card for Students Hays Elementary
Tota	al Students: 100 ÷ 4 = 25 groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: 20 hrs (500) x \$100= \$50,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
	-15% \$21.25

pay iy ł \$50,000.

Total possible max payout is 100 students x 20 hrs. x \$28.75 = \$57,500.

	e Card for Students Ireland Elementary
Tota	al Students: 200 ÷ 4 = 50 groups
Base	e Cost per group per hour: \$100.00
50	se Cost for campus: ) x 20 hrs (1000) x \$100= \$100,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$100,000.

Total possible max payout is 200 students x 20 hrs. x \$28.75 = \$115,000.

	e Card for Students Jordan Elementary
Tota	l Students: 250 ÷ 4 = 63 groups
Base	e Cost per group per hour: \$100.00
63	se Cost for campus: 8 x 20 hrs (1260) x \$100= \$126,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$126,000.

Total possible max payout is 250 students x 20 hrs. x \$28.75 = \$143,750.

Rat	e Card for Students at LB Johnson Elementary
Tota	al Students: 110 ÷ 4 28 = groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: 30 hrs (840) x \$100= \$84,000.
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$84,000.

Total possible max payout is 110 students x 30 hrs. x \$28.75 = \$94,875.00.

	e Card for Students Milam Elementary
Tota	al Students: 55 ÷ 4 = 14 groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: 20 hrs (280) x \$100= \$28,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
	-15% \$21.25

\$28,000.

Total possible max payout is 55 students x 20 hrs. x \$28.75 = \$31,625.

at	e Card for Students Noel Elementary al Students: 340 ÷ 4 = 85 groups
	e Cost per group per hour: \$100.00
85	se Cost for campus: 5 x 20 hrs (1700) x \$100= \$170,000.
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$170,000.

Total possible max payout is 340 students x 20 hrs. x \$28.75 = \$195,500.

	e Card for Students t Ross Elementary
Tota	ll Students: 135 ÷ 4 = 34 groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: 20 hrs (680) x \$100= \$68,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
	-15% \$21.25

\$68,000.

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Total possible max payout is 135 students x 20 hrs. x \$28.75 = \$77,625.

	e Card for Students at Sam Houston Elementary
Tota	al Students: 100 ÷ 4 25 = groups
Base	e Cost per group per hour: \$100.00
	se Cost for campus: 20 hrs (500) x \$100= \$50,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
Penalty Fee: <39%	-15% \$21.25

School will reconcile the bonus outcome per student when End of Year MAP data is available. School district will pay bonus in May or provider will refund school district if penalty fees exceed base cost of \$50,000.

Total possible max payout is 100 students x 20 hrs. x \$28.75 = \$57,500.

Rat	e Card for Students at STEM
Tota	al Students: 35 ÷ 4 = 9 groups
Base Cost per group per hour: \$100.00	
	se Cost for campus: 20 hrs (180) x \$100= \$18,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50

Total possible max payout is 35 students x 20 hrs. x \$28.75 = \$20,125.

	e Card for Students Wilson & Young
Tota	al Students: 200 ÷ 4 = 50 groups
Base Cost per group per hour: \$100.00	
50	se Cost for campus: ) x 20 hrs (1000) x \$100= \$100,000
Outcome	Students meet Milestone 1 and 2 as described below
Base Payment per student per hour	\$25.00
Milestone 1: 60 to 65 <sup>th</sup> conditional growth percentile	10% Bonus \$27.50
Milestone 2: 66 to 99 <sup>th</sup> conditional growth percentile	15% Bonus \$28.75
Penalty Fee: <40 to 49%	-10% \$22.50
	-15% \$21.25

\$100,000. Total possible max payout is 200 students x 20 hrs. x \$28.75 = \$115,000.