

# **EXHIBIT 6**

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**Agreement between  
Nevada Connections Academy for Consulting Services**

This Agreement ("Agreement") is entered into on September 28, 2016 ("Effective Date") between Advance Education, Inc. ("AdvancED®"), a 501(c)(3) non-profit organization incorporated under the laws of the state of Georgia, United States of America and Nevada Connections Academy an education provider ("Education Provider") (hereinafter referred to individually as "Party" and collectively as "Parties").

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

1. Scope of Work. AdvancED shall provide services ("Services") as described in the Statement of Services ("Statement of Services" or "SOS") which is attached hereto and incorporated by reference herein as Exhibit "A."
2. Changes to Statement of Services. If either Party wants to make changes to the Statement of Services, the Parties must agree on the terms for such changes through the completion and the signing of a Change Request Form ("Change Request Form") to be provided by AdvancED. Any change may impact terms for the Services, such as extend the time for the Services to be delivered and/or result in higher costs. If the changes are significant, as determined by AdvancED, AdvancED may require the Parties to enter into a written amendment to the affected SOS or a separate and new SOS in addition to the signed Change Request Form. No work on the changes to the Services shall commence until the signed Change Request Form and any amendment or new SOS required by AdvancED has been signed by both Parties.
3. Obligations of Education Provider. AdvancED's completion of some or all of the Services is subject to Education Provider providing certain content, data, specifications and/or other items as identified by AdvancED. The timeline and AdvancED's allocation of its resources assume that the Education Provider will provide, at or before the time that it is needed, anything required for AdvancED to perform the Services. The timing for the delivery of Services also assumes that none of the applicable specifications or requirements will change and that information provided by Education Provider is accurate. Education Provider acknowledges that any change in data or specifications may result in delays that may jeopardize the meeting of deadlines. AdvancED will not be in breach of the Agreement due to any deadlines missed due to changes in data or specifications requested by Education Provider.
4. License; Intellectual Property Rights
  - a. AdvancED hereby grants a non-exclusive and non-transferable, limited license for the use of the AdvancED Standards for Quality Schools and Systems ("Standards") and any other

improvement tools, materials, and products deemed necessary by AdvancED to accomplish the goals and meet the requirements of this Agreement which may include the Adaptive System of School Improvement Support Tools® ("ASSIST®") and eProve™ (collectively, "AdvancED Products") to Education Provider. The license for AdvancED Products shall be used solely for the purposes of this Agreement and in collaboration with AdvancED to provide the Services. Said license shall expire upon the termination or expiration of this Agreement whichever is earlier. Notwithstanding the foregoing, if Education Provider is accredited by AdvancED, its license to use AdvancED Products shall continue as long it remains accredited by AdvancED and any and all fees or charges owed to AdvancED are fully paid.

- b. Except as set forth in Section 4(c), neither Party to the Agreement will have any claim to the ownership of any intellectual property rights that belong to the other Party at the date of the execution of the Agreement or that the other party creates or develops pursuant to the Agreement, and nothing in the Agreement will transfer or assign, or obligate a Party to transfer or assign, any intellectual property right now or in the future to any other party to the Agreement or third party.
  - c. All intangible property, inventions, improvements, discoveries, trade secrets, know how, copyrightable work, and any other intellectual property, including any patent, copyright registration, or application therefor, that may be created or developed pursuant to the Agreement, whether or not patentable or copyrightable, which relate to any AdvancED Products, services, systems, tools, or proprietary information or processes, shall be and remain the sole property of AdvancED and no rights in such intellectual property shall be conferred to or upon or be granted or otherwise vested in any other party, and Parties further agree to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision. AdvancED shall retain any and all property rights to any and all equipment, supplies, files, accreditation materials and intellectual property produced, supplied or paid for by AdvancED. Any modification or enhancements to AdvancED Products necessary to meet the requirements of this Agreement are and shall remain the property of AdvancED.
5. Term. This Agreement shall commence on the Effective Date and shall continue until June 30, 2017 ("Term") unless renewed in writing by both Parties. The Agreement may be terminated (a) without cause by either Party with a minimum of thirty (30) calendar days written notice or terminated; (b) with cause upon ten (10) calendar days' written notice by either Party due to the breach of any of the terms and conditions of this Agreement by the other Party; or (c) until it is terminated by mutual agreement of the parties. Notwithstanding the foregoing, each Party agrees to provide the other with ten (10) business days to cure any cause prior to termination of the Agreement for cause. In all circumstances, AdvancED shall be paid for all Services and work performed up to the date of termination including all expenses incurred.
6. Payment. Education Provider shall pay AdvancED a fee of Nine Thousand Five Hundred Dollars (\$9,500) ("Fee") for Services. AdvancED shall invoice Education Provider according to the below schedule for Services provided through the date of such invoice. Education Provider shall pay any and all costs of collection, including court costs and reasonable attorney's fees if AdvancED places Education Provider's payment obligations for collection. Any amount not paid when due may be subject to interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, determined and compounded on a daily basis from the date due until the date paid.

Amount Due	Due Date
\$4,750	Full execution of Agreement
\$4,750	June 30, 2017

Payments shall be due and payable within thirty (30) days' receipt of an invoice. Invoices shall be sent to:

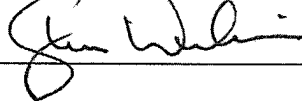
**Amy Taylor**  
[aataylor@nca.connectionsacademy.org](mailto:aataylor@nca.connectionsacademy.org)  
 775-826-4200

7. Expenses. Fee includes travel related expenses, including without limitation, any airfare, lodging, meals, etc. Notwithstanding the foregoing, in the event that there are unanticipated expenses, Education Provider shall reimburse AdvancED for expenses that have been approved in writing in advance by Education Provider. AdvancED shall submit receipts for all such approved expenses. Payment for expenses shall be due and payable within thirty (30) days' receipt of an invoice.
8. Confidentiality Requirements. Each Party shall treat all information obtained by it from the other Party through its performance under the Agreement as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations hereunder. Parties agree to be bound by the Confidentiality and Non-Disclosure Agreement ("Confidentiality Agreement") entered into between the Parties contemporaneously with the execution of this Agreement. A copy of the Confidentiality Agreement is attached hereto and made a part herewith as **Exhibit "B."**
9. Entire Agreement. This Agreement entered into between the Parties constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes and merges all prior and contemporaneous agreements, oral or written, with respect thereto. This Agreement may not be changed, modified or altered, nor any of its provisions waived, except by an agreement in writing signed by both Parties hereto.
10. Relationship of Parties. Each Party acknowledges that it has no authority to bind or commit the other Party to any further contractual liability except as may be otherwise agreed in writing. The Parties further agree that there is no intention to form or for the Parties' relationship to be construed as a partnership or joint venture under the laws of any jurisdiction.
11. Applicable Law. This Agreement shall be governed by, interpreted, and construed in all respects in accordance with the laws of the state of Georgia. Any dispute arising under this Agreement shall be submitted to binding arbitration in accordance with the rules and procedures of the American Arbitration Association.
12. Force Majeure. Neither Party to this Agreement shall be responsible for delays or failures in performance resulting from acts beyond the control of such Party. Such acts shall include but not be limited to acts of God, strikes, riots, lock-outs, acts of war, epidemics, fire, earthquakes, or other disasters.

**Signatures on Next Page**

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

**Nevada Connections Academy**

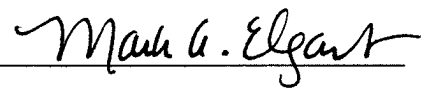
By: 

Printed Name: Steven Werlein

Title: School Leader

Date: Sept. 27, 2016

**Advance Education, Inc.**

By: 

Printed Name: Mark A. Elgart, Ed.D.

Title: President/CEO

Date: 9/28/16

## Exhibit A

### Statement of Services

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#### AdvancED – Nevada Connections Academy

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#### **Executive Summary**

Nevada Connections Academy (NCA) is seeking external validation of its data in order to more holistically understand the impact NCA has on graduation. AdvancED will implement an independent Data Validation Review to fulfill the requirements of the Graduation Rate Improvement Plan for NCA while simultaneously examining NCA's ability to provide quality education to all students enrolled in the Academy. AdvancED will conduct a comprehensive treatment of all the conceptual and technical considerations involved in the measurement of graduation rates; taking into consideration relative information regarding students' enrollment status, dropout experiences, and high school completion outcomes. It is AdvancED's understanding that NCA will require data validation for all data associated with both the 2015 graduation cohort and the 2016 graduation cohort.

An overview of AdvancED services, as well as a detailed description of deliverables is provided below.

AdvancED will provide the personnel and resources necessary to deliver the services as outlined below.

#### **Overview**

In comparison to the complexities involved in measuring student achievement, the challenges associated with counting the number of students who complete high school in a given institution may at first appear trivial. However, the struggle of calculating high school graduation rates with an acceptable degree of validity and reliability is not without its own challenges. Certain issues such as data sources, methods of calculations and who counts as a graduate may cause bias in reporting graduation rates.

For example, a single indicator capturing the percent of students who had received a high school diploma from any institution would arguably be too confining an instrument for measuring the performance and effectiveness of that institution. This would be particularly true of virtual academies where many students who enroll in these institutions are two to six semester-length courses behind, severely off cohort and where mobility rates are extremely high. Evaluation criteria of students who fall under these areas generally are not, and cannot be, established in advance. These types of institutions tend to have lower completion rates for a variety of other reasons related to actual educational conditions rather than methodological considerations. For these reasons, it has been suggested a data validation review taking into consideration indicators based on group-level data from student cohorts (rather than individuals) tracked over time may be more statistically sound.

#### **Data Validation Review**

Graduation rates are affected by a variety of interrelated data, and a comprehensive analysis of those data is an effective way to evaluate the different factors that may have contributed to an institution's low graduation rate. The purpose of this Data Validation Review (DVR) is to ensure the data used to measure the true graduation rate for Nevada Connections Academy is accurate and reliable. Confirming the accuracy of data is a critical part of the process necessary to validate the effectiveness of the overall institution.

The process of validation will include the review of obtained statistical data provided by NCA and the Nevada Department of Education and will provide clean and coherent allocation of actions and responsibilities to ensure the highest performance, while reducing the possibility of mistakes. The process will identify qualities that characterize good measures and describe the process of selecting and evaluating

appropriate measures that will result in data of the highest quality – data that provide useful, timely, accurate, and comparable information.

The DVR will consist of an in-depth comprehensive review of the policies, procedures, and documentation that support the compilation of the graduation rate measures. This will include, but is not limited to; a hands-on appraisal of every facet of the institution's learning environment, performance, and organizational effectiveness. Information will be gathered, synthesized, and shared in a manner that provides a clear picture of how the institution is performing, what students are learning, and the capacity of the institution to maintain the *AdvancED Standards for Quality Schools*.

AdvancED data validation review experts will examine the extent to which the institution's policies, practices, and conditions support continuous improvement in student performance and school-wide effectiveness. The analysis and evaluation will be based on multiple sources of data and information. Sources of information may include on-site visits, documents, questionnaires/surveys, existing databases and other relevant artifacts. All data will be verified and validated for completeness, correctness and conformance against specified methods, and procedural or contractual requirements. Data will be analyzed to determine what performance indicators may be necessary to identify trends over time that may have contributed to low graduation rates. This process will be a decisional procedure establishing the criteria for accepting, rejecting, or qualifying data. Also, to support the premise that the reported data used to develop plan performance measures are credible to other stakeholders, and that information used to respond to public inquiries are reliable.

The list below identifies key components that may be analyzed during this review.

1. For the time periods 2014 to 2015 and 2015 to 2016:
  - The institution's change in Grades 7-12 annual dropout rates;
  - The institution's change in total leavers (i.e., dropouts, graduates, and other leavers) in relation to Grades 7 – 12 attendance;
  - The institution's change in the numbers and rates of graduates in relation to total leavers;
  - The institution's change in numbers and rates of other leavers in relation to total leavers, and;
  - The institution's change in numbers and rates of dropouts in relation to total leavers.

The results of the comprehensive review process will be helpful in building capacity and sustainability within the institution. NCA can use the results to prioritize areas in need of improvement and establish goals, set measureable objectives, and identify strategies to address root causes of low graduation rates.



<b>AdvancED Deliverables</b>	
1. Data Validation Review:	
<ul style="list-style-type: none"> <li>• Conduct a comprehensive review of policies, procedures, and documents provided by NCA and the Nevada Department of Education;</li> <li>• Conduct transcript audits for 9<sup>th</sup> graders to determine on-track status for graduation;</li> <li>• Conduct transcript audits for 12<sup>th</sup> graders to verify fulfillment of graduation requirements stated in the schools policies and procedures;</li> <li>• Analyze the process used to measure fidelity of data gathering procedure               <ul style="list-style-type: none"> <li>- Provide actionable information for improving procedure,</li> <li>- Discuss the analysis with the institution's Administrator and Leadership Team;</li> </ul> </li> <li>• Conduct an analysis of graduate and non-graduate trends;</li> <li>• Evaluate the process of monitoring the tracking efforts for withdrawn students;</li> <li>• Evaluate the effectiveness of existing programs designed to deliver personalized learning for every student               <ul style="list-style-type: none"> <li>- Administer stakeholder surveys to determine level of satisfaction in programs implemented,</li> <li>- Review, and analyze stakeholder perception and student performance results; and</li> </ul> </li> <li>• Identify specific Improvement Priorities aligned within the <i>AdvancED Standards for Quality</i> and the Nevada State guidelines for determining graduation rate.</li> </ul>	
2. Complete written summative evaluation and present to Administrator and Leadership Team.	
3. Provide Post-Review Consulting Services (as requested for additional cost.)	

**Itemized Budget**

<b>Service</b>	<b>Description</b>	<b>Cost</b>	<b>Qty</b>	<b>Total</b>
Data Validation Review	Surveys	\$500.00		\$500.00
	Report Review/Edit	\$1,500.00	1	\$1,500.00
	AdvancED Data Review Team	\$1,800.00	2	\$3,600.00
	Member Travel			
	AdvancED Process Coach Travel	\$1,400.00	1	\$1,400.00
<b>Data Validation Review Subtotal</b>				<b>\$7,000.00</b>
Additional Services	Consulting Services	\$0.00		\$0.00
Project Management		\$2,500.00		\$2,500.00
<b>Additional Services Subtotal</b>				<b>\$2,500.00</b>
<b>TOTAL</b>				<b>\$9,500.00</b>

**Exhibit B**  
**Confidentiality and Non-Disclosure Agreement**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made as of **August 31, 2016** between **Advance Education, Inc.** and/or any of its affiliated companies ("AdvancED<sup>®</sup>") and **Nevada Connections Academy** ("Education Provider") (hereinafter referred to collectively as "Parties"). In connection with the Education Provider (whether paid for or voluntary) using, employing, or receiving training in the use of the AdvancED ASSIST<sup>®</sup>, AdvancED Accreditation and/or School Improvement Services, Diagnostics, Standards, and /or any other AdvancED owned proprietary materials or processes ("Approved Purpose"), AdvancED may be disclosing to Education Provider Confidential Information. As a condition of the release by AdvancED of Confidential Information, both Parties agree as follows with respect to said Confidential Information:

1. **CONFIDENTIAL INFORMATION.** As used herein, the term "Confidential Information" shall include any proprietary information or materials created by or on behalf of AdvancED, whether or not marked or otherwise designated as confidential, relating to the business (present or contemplated) and/or customers of AdvancED that Education Provider obtains from AdvancED in connection with the Approved Purpose, including the terms of this Agreement, any and all information concerning techniques, processes, formulas, trade secrets, innovations, inventions, discoveries, research or development and test results, specifications, data, formats, marketing plans and programs, business plans, computer systems and programming, strategies, forecasts, financial information, budgets, projections, customer and supplier identities, addresses or characteristics, agreements between AdvancED and third parties, and the nature and status of discussions or negotiations between Education Provider and AdvancED. Confidential Information shall not include information, if any, which was or becomes generally available to the public other than as a result of a disclosure by Education Provider or by other persons, including Education Provider's agents, to whom Education Provider has disclosed such information.

2. **RESTRICTIONS ON DISCLOSURE.** All Confidential Information shall be held by Education Provider in trust and confidence on behalf of AdvancED. Education Provider shall not disclose or permit access to nor shall Education Provider authorize or permit any other person or entity (collectively, "Person") to disclose or permit access to all or any part of the Confidential Information without the prior written consent of AdvancED. In addition, Education Provider shall use the Confidential Information only for the Approved Purpose, and not in any other manner or for any other reason, including any manner or reason that may be detrimental to AdvancED or any of its affiliated entities. Further, Education Provider shall take such action, legal or otherwise, to the extent necessary to ensure that only those persons who, pursuant to this Agreement, would be permitted access to the Confidential Information are able to obtain such access.

3. **EXEMPTIONS FROM RESTRICTIONS ON DISCLOSURE.** Education Provider may disclose the Confidential Information to comply with applicable law, administrative or court order; provided, however, that in each such instance Education Provider shall notify AdvancED prior to such disclosure and Education Provider shall use reasonable efforts to seek confidential treatment of the Confidential Information. Education Provider may also disclose the Confidential Information to Education Provider's agents on a "need to know" basis. Prior to any disclosure, Education Provider must obtain written approval for the disclosure and the agent must execute a copy of this agreement and agree to be bound by this Agreement's terms. Education Provider and said agent shall be responsible for any breach of this Agreement by agent.

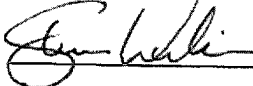
4. **REMEDIES.** Education Provider acknowledges and agrees that the Confidential Information derives independent economic value from not being generally known to the public or to other Persons who can obtain economic value from the disclosure or use of the Confidential Information. Education Provider further acknowledges and agrees that any breach of this Agreement shall constitute a material breach of this Agreement that will cause irreparable injury to AdvancED, not readily measurable in money, and for which AdvancED, without waiving any other rights or remedies at law or in equity, shall be entitled to injunctive relief, if allowed in the jurisdiction.

5. CHOICE OF LAW. The Parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before the American Arbitration Association pursuant to the organization's rules in the state of Georgia and pursuant to Georgia's law as the governing law. The Parties agree that any arbitration award will be enforceable in state or federal court. The prevailing Party in any arbitration proceeding will be entitled to an award of its reasonable costs and attorney fees.

6. MISCELLANEOUS. No assignment, amendment, alteration or modification of this Agreement shall be effective without the prior written consent of all Parties. Whenever examples are used in this Agreement they are intended to be illustrative only and shall not limit the generality of the examples. This Agreement shall continue in full force and effect for a period of five (5) years from the date hereof

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

**Nevada Connections Academy**

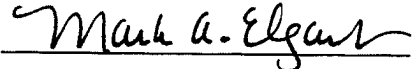
By: 

Printed Name: Steven Werlein

Title: School Leader

Date: 9-27-16

**Advance Education, Inc.**

By: 

Printed Name: Mark Elgart

Title: President/CEO

Date: 9/28/16