

MEMORANDUM OF UNDERSTANDING

Between Star Tech Group, LLC and Ector County Independent School District ACCESS College and Career Online Platform

RFP #26-32 | Draft Agreement for Review

RECITALS

WHEREAS, Star Tech Group, LLC ("STG") is a software development limited liability company based in Odessa, Texas, established in 2013 and dedicated to designing, developing, and implementing strategic solutions for K-12, college, workforce, and related institutions;

WHEREAS, STG has developed and implemented the proprietary ACCESS K12 4.0 platform, hereinafter referred to as "ACCESS," a secure, web-based, mobile-accessible, student-centered College and Career Online Platform;

WHEREAS, ACCESS is designed to support career awareness, career exploration, career placement, college exploration, leadership development, counseling support, and workforce alignment within one unified ecosystem;

WHEREAS, ACCESS is represented by STG as FERPA compliant and TX-RAMP Level 2 certified, with role-based access, dashboards, exportable reporting, onboarding, training, and ongoing support;

WHEREAS, the Ector County Independent School District ("ECISD") is the Ector County Independent School District in Odessa, Texas, and seeks to prepare students for college, careers, military readiness, and success in an ever-changing society;

WHEREAS ECISD issued RFP #26-32 for a College and Career Online Platform, and STG submitted a response proposing ACCESS as a comprehensive, customized, district-aligned solution;

NOW, THEREFORE, STG and ECISD enter into this Memorandum of Understanding ("MOU" or "Agreement") to establish the terms of cooperation, platform access, implementation, support, and renewal for ACCESS.

GENERAL TERMS & CONDITIONS

Parties	Star Tech Group, LLC and Ector County Independent School District
Program	ACCESS College and Career Online Platform
Initial Term	One (1) year / twelve (12) calendar months from the effective date
Renewal Option	Option to renew annually for up to four (4) additional one-year terms, for a total possible contract period of five (5) years
Annual Price	\$120,000 per year (12 months) approved by ECISD RFP Process.

I. Purpose

The purpose of this MOU is to define the collaborative relationship between STG and ECISD for implementation and use of the ACCESS College and Career Online Platform to strengthen student agency, opportunity knowledge, college and career readiness, career pathway alignment, and real-world career placement opportunities for ECISD students.

The parties intend ACCESS to function as a single operating system connecting students, educators, administrators, counselors, parents as applicable, colleges, employers, chambers of commerce, workforce partners, and other approved regional partners in support of ECISD student success.

Recitals. The above Recitals are incorporated into the body of this Agreement by reference and are to be treated as a part of the Agreement. STG warrants that the representations it makes in the Recitals are true and accurate.

II. STG Focus and ACCESS Capabilities

STG shall provide ACCESS as a customized platform aligned to ECISD priorities, programs of study, pathways, and regional college and workforce opportunities. ACCESS includes, without limitation, the following core capabilities:

- Student Career Interest Surveys ("CIS"): Multi-level surveys for grades 5-12, including CIS Levels 1, 2, and 3, aligned with career clusters, ECISD programs of study, student interests, aptitudes, student preferences, and longitudinal student response tracking.
- Student Career Exploration: Detailed career descriptions, salary insights, education pathways to reach career goals, required skills and competencies, personalized recommendations, career bookmarking and comparison, local employer ecosystem integration, multimedia employer content, and links between careers and ECISD programs of study.
- Student Career Placement: Resume building and educator approval workflows, parent permission workflows where applicable, employer registration and profiles, internship/job shadowing/apprenticeship/job postings, student application tracking, student/employer/educator communications, and placement outcome documentation.
- College Exploration: College search and filtering tools, profiles for two-year, four-year, technical, trade, and apprenticeship institutions, admissions and cost information, financial aid information, cost of college tools, FAFSA support, application tracking, and career-to-college pathway alignment.
- Leadership Development Content Delivery and Tracking: Video, written, and interactive activities assigned by grade, program, or cohort, with progress tracking, dashboards, badges, completion records, and integrated student profile reporting.

ACCESS further supports the ACCESS Seven Essential Skills: Critical Thinking, Communication, Collaboration, Creativity, Relationships, Trust, and Resilience. These skills are integrated into the ACCESS Roadmap and related student development activities to support confidence, clarity, and adaptability in post-secondary planning.

III. ECISD Priorities and Program Alignment

ACCESS shall be configured (with the existing functionalities) and implemented to support ECISD priorities, including:

- Enhancing student agency, student engagement, and opportunity knowledge;
- Supporting college, career, and military readiness;
- Strengthening school-college-industry alignment;
- Providing data-driven insights for district, campus, and program-level decision-making;
- Supporting counselors, teachers, administrators, parents as applicable, and approved external partners in a coordinated student-centered workflow;
- Connecting ECISD students to regional colleges, employers, chambers of commerce, workforce boards, and other strategic partners that support local career pathways.

IV. Scope of Services

During the term of this Agreement, STG shall provide ECISD access to the ACCESS platform and associated implementation, training, support, and platform services for ECISD students, teachers, counselors, administrators, and approved role-based users. The scope includes the following:

- District-specific customization of ACCESS to align with ECISD programs of study, career clusters, endorsements, college pathways, workforce opportunities, and regional employer priorities;
- Secure cloud-based platform access through desktop and mobile-accessible web experiences;
- Role-based access for students, educators, administrators, counselors, employers, and other approved users;
- Dashboards and exportable reports for student engagement, survey completion, pathway interest, college exploration, career placement, and related indicators;
- Single sign-on and gateway integration support, including available ClassLink or similar district-approved access workflows, as applicable;
- Data integration and configuration support using ECISD-approved data-sharing methods and schedules;
- On-site and virtual professional development for teachers, counselors, administrators, and department-level leadership;
- Ongoing email and phone support, ongoing platform updates, and CCR-focused enhancements included within the annual price;
- Career placement event support, including employer engagement sessions, internship/job placement initiatives, and targeted events for specific student groups including CTE and Special Education populations, as mutually agreed.

V. Additional ACCESS Features and Value-Added Components

STG shall provide, configure, and support additional ACCESS features that extend beyond the minimum platform requirements, subject to ECISD's approval and implementation readiness. These include:

- iLEAD and SEL-aligned delivery and tracking workflows to support structured lesson delivery, student participation, student reflection, and district reporting goals;
- Special Education support, including tailored career exploration pathways, inclusive platform design, customized career placement events, and employer connections for post-secondary success;
- AVID and college readiness alignment focused on opportunity knowledge, student agency, and structured pathway development;
- ACCESS Symphony guidance and counseling support tools allowing approved teachers and counselors to document student interactions, notes, recommended next steps, and student development supports;
- Dual credit and postsecondary crosswalk systems mapping high school courses to college credits, AP pathways, and aligned postsecondary progress;
- PACE (Personal Activities for Career Exploration) activities including short weekly student engagement assignments, monthly career-focused projects, and grade-appropriate schedules;
- Off-Ramp and On-Ramp support connecting graduates to employment opportunities and continued post-secondary education, credentials, and advancement pathways.

Any incorporation & expanded AI usage or other usage-based services that require additional token, licensing, third-party, or infrastructure costs beyond the included limited experience shall be addressed through a written amendment, purchase order, or mutually approved statement of work before implementation.

VI. Implementation, Coordinators, and Governance

Each party shall designate one or more authorized representatives to oversee and facilitate implementation of this Agreement. STG shall designate a project lead and implementation support team. ECISD shall designate an authorized district representative and appropriate campus, counseling, CTE, IT, or administrative contacts necessary for implementation.

STG contact for purposes of this Agreement: Ravi Shakamuri, Founder/CEO, Star Tech Group, LLC, 3800 East 42nd Street, Suite 421, Odessa, TX 79765; Email: RShakamuri@startech365.net; Cell: (432) 349-5001; Web: www.accessforsuccess.net.

ECISD shall provide authorized contacts, data coordination support, program direction, and timely review of implementation decisions necessary to configure ACCESS for ECISD priorities and approved users.

VII. Pricing, Payment, and Included Services

The annual all-inclusive price for ACCESS under this Agreement is One Hundred Twenty Thousand Dollars (\$120,000) per year for twelve (12) calendar months of platform access and use by ECISD students, teachers, counselors, administrators, and approved role-based users.

The annual price includes training, support, updates, and additional development for College and Career Readiness functionalities and district requirements that are within the CCR-focused components of the platform and do not require separately identified third-party costs or materially expanded usage-based infrastructure costs.

Payment terms, invoicing schedule, purchase order requirements, and any applicable funding or appropriation conditions shall be established by ECISD purchasing procedures and any written purchase order or addendum executed by the parties.

VIII. Duration, Renewal, and Termination

This Agreement shall be effective upon the date of last signature below and shall remain in effect for an initial period of one (1) year / twelve (12) calendar months, unless terminated earlier in accordance with this Agreement.

ECISD shall have the option, but not the obligation, subject to ECISD approval, funding, appropriation, and satisfactory performance, to renew this Agreement annually for up to four (4) additional one-year terms. The total contract period, including the initial term and all renewal terms, shall not exceed five (5) years unless the parties execute a new written agreement.

Either party may terminate this Agreement without penalty by providing at least ninety (90) days advance written notice to the other party. Termination shall not relieve ECISD of payment obligations for services properly provided before the effective date of termination, and termination shall not relieve STG of obligations related to data return, data deletion, confidentiality, and transition support as required by applicable law or mutually agreed procedures.

The parties may mutually agree in writing to transition timelines, data return procedures, or limited wind-down activities needed to protect student continuity and district operations.

IX. Data Privacy, Security, and Compliance

STG shall comply with applicable federal, state, and local laws, rules, regulations, and district requirements governing student data privacy, including FERPA and other applicable student confidentiality requirements. STG represents that ACCESS is TX-RAMP Level 2 certified and is designed to support secure, role-based use by K-12 and higher education partners.

STG shall not disclose identifiable student information to third parties except as authorized by ECISD, required for approved platform services, or required by law. STG shall use ECISD-approved methods for data transfer, system access, authentication, and reporting. Only authorized representatives of STG may access and use information obtained from ECISD's use of ACCESS. STG agrees and covenants that it will not release or disclose to the public or any third party such information or records obtained through ECISD's use of ACCESS. STG shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives STG for the permissible uses stated herein. ECISD student information is considered confidential and shall not be used by STG or any of its employees or agents for private purposes, for monetary gain, or for any use outside the scope of this Agreement. STG acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. In cases as needed or requested, the Health Insurance Portability and Accountability Act ("HIPAA") and or the Family Educational Rights and Privacy Act may be enacted to protect student personal health information, student identifying information, and/or student information that is protected from disclosure by Federal, State, and/or local law. Accordingly, STG will educate and inform its staff regarding ECISD's "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from ECISD databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et. Seq.) as applicable to all technology vendors of ECISD. STG further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by STG after the need for such information ceases to exist.

If STG becomes aware of a suspected breach or unauthorized disclosure involving ECISD student data, STG shall notify ECISD promptly and cooperate with ECISD to investigate, mitigate, and remediate the issue consistent with applicable law and district requirements. STG's failure to adhere to the terms of this

paragraph shall entitle ECISD to injunctive relief as necessary to ensure student data is protected from unauthorized use or disclosure.

Processes involving student-mentor, student-employer, AI-assistant, counseling, parent, or partner interactions shall be shared with and approved by appropriate ECISD authorities before launch when such functionality involves new workflows, external-facing access, or student data visibility beyond standard platform users.

X. Responsibilities of STG

- Provide ACCESS platform access, configuration, training, support, and updates as described in this Agreement;
- Coordinate with ECISD departments, campuses, counselors, teachers, and administrators for implementation;
- Support ECISD-approved data integration and reporting needs;
- Support career placement, employer engagement, college alignment, and related CCR activities as mutually planned;
- Maintain appropriate confidentiality, privacy, and security safeguards;
- Retain responsibility for ACCESS platform design, development, source code, proprietary methods, and ownership of the process, except for ECISD-owned data and materials.
- Use ACCESS consistent with applicable law, district policy, and mutually approved user roles.

XI. Responsibilities of ECISD

- Designate authorized district contacts for implementation, IT, data, curriculum, counseling, CTE, and program coordination;
- Provide timely decisions, approved data, and district-specific pathway, program, campus, user, and reporting information needed to configure ACCESS;
- Support approved platform access and communication with district users;
- Review and approve student-facing workflows, external partner access, employer interactions, and parent-facing features as applicable;
- Follow ECISD purchasing and payment procedures for approved platform services; and
- Use ACCESS consistent with applicable law, district policy, and mutually approved user roles.

XII. Intellectual Property and Ownership

STG shall retain all right, title, and interest in and to ACCESS, including platform design, development, source code, architecture, workflows, proprietary processes, enhancements, and related intellectual property developed by STG.

ECISD shall retain ownership of ECISD data, student records, district materials, and district-specific content provided by ECISD.

No rights or licenses are granted except as expressly stated in this Agreement. ECISD receives a limited right to access and use ACCESS during the term of this Agreement for approved district purposes.

XIII. Publications, Presentations, and Press Releases

All publications, presentations, or public communications resulting from the collaboration between the parties should appropriately recognize the collaboration, subject to prior review and approval by the parties. The parties agree to discuss press releases and public announcements related to this Agreement before publication.

XIV. Relationship of the Parties

This Agreement does not create a joint venture, partnership, employment relationship, agency relationship, or other business entity between the parties. Neither party shall act as an agent for or bind the other party except as expressly authorized in writing. The relationship is non-exclusive, and each party may enter into similar or different relationships with other entities, subject to confidentiality and data privacy obligations. Neither party may assign their interest in this Agreement without the written permission of the other party.

XV. Modifications and Program Agreements

This Agreement shall serve as the parent document for any additional program agreement, statement of work, addendum, amendment, or written implementation plan executed between the parties. No modification, alteration, amendment, or waiver shall be effective unless in writing and signed by duly authorized representatives of both parties.

Additional program agreements may define specific commitments, implementation timelines, deliverables, expanded usage, third-party costs, or district-specific functionality and shall not become effective until written and executed by the authorized representatives of both parties.

The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

XVI. Notices

Formal notices under this Agreement shall be made in writing and delivered to the designated representatives of each party at the addresses or email addresses identified by the parties. Notices to STG shall be directed to Ravi Shakamuri, Founder/CEO, at the contact information listed above, unless STG provides updated written notice. Notices to ECISD shall be directed to the ECISD authorized representative identified by the district.

XVII. Execution

EXECUTED by Star Tech Group, LLC and Ector County Independent School District in duplicate copies, each of which shall be deemed an original. The individuals signing below represent that they are authorized to execute this Agreement on behalf of their respective organizations.

XVIII. Attachments and Incorporated Documents

The following documents may be attached to or incorporated into this Agreement by reference, to the extent approved by the parties and not inconsistent with the express terms of this Agreement:

- ECISD RFP #26-32 for College and Career Online Platform;
- Star Tech Group, LLC response to ECISD RFP #26-32;
- Approved purchase order, board approval, implementation plan, data sharing agreement, or statement of work;

- Any additional written amendment executed by both parties.

XIX. Warranties and Representations

- STG warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The STG warrants and represents that it will not engage in such acts or omissions during the Term.
- STG warrants and represents that it has not and does refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations with energy companies, or with a person or entity doing business with energy companies. This does not include actions made for ordinary business purposes. Tex. Gov. Code § 808.001. The STG warrants and represents that it will not engage in such acts or omissions during the Term.
- STG warrants and represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the Term against a firearm entity or firearm trade association.
- STG agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless, ECISD for the acts and/or omissions of any STG employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. STG agrees that will only use employees geographically located in the continental United States when accessing or working on ECISD student data.

STAR TECH GROUP, LLC	ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
By: <u>Ravi Shakamuri</u>	By: _____
Name: Ravi Shakamuri	Name: _____
Title: Founder/CEO	Title: _____
Date: <u>9/3/2026</u>	Date: _____
Email: RShakamuri@startech365.net	Email: _____