

EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement ("Agreement") is dated August 26, 2017 and is between Teach For America, Inc. ("Teach For America"), a Connecticut non-profit and Idaho Arts Charter School. ("Charter School") (each, a "Party" and collectively "the Parties").

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. Charter School seeks to recruit new teachers who are trained to lead students to academic achievement and to equip said teachers with ongoing professional development and support to further develop and sustain their professional practice.

Accordingly, Charter School and Teach For America agree as follows:

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

Charter School Responsibilities:

- A. Charter School agrees to hire the following numbers of Teachers from the Teach For America program (the "Agreed Number"):
 - (i.) At least 0-3 teachers for academic school years 2017-18 and 2018-19

- B. Charter School and Teach For America will collaborate to facilitate the hiring of individual Teachers, in accordance with Charter School's established hiring practices.

Teach For America Responsibilities:

- C. Candidate Recruitment and Selection. Teach For America agrees to provide Charter School with the Agreed Number of Teachers, as defined in paragraph A below. While Teach For America will use reasonable efforts to supply the Agreed Number of Teachers, Teach For America does not guarantee its ability to do so.
- D. Teacher Sourcing. Teach For America warrants that it will recruit, select, and present to the Charter School for hire teacher candidates who meet applicable federal, state and/or local educational standards and requirements for teacher licensure (herein referred to as "Teachers") and who hold (or in the process of obtaining) appropriate certification.

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT

Charter School Responsibilities:

- A. Charter School acknowledges that there is an expectation that it will employ Teachers hired under

this Agreement for a minimum of two (2) years, provided that the Teacher remains an employee in good standing within Charter School's sole discretion. Charter School may also continue to employ individual Teachers beyond the two year commitment by mutual agreement between Charter School and such Teacher.

(i.) Charter School agrees that Teachers hired under this Agreement will function as full-time classroom teachers and will not serve as aides, assistants, or in another adjunct capacity.

(ii.) Charter School will provide Teachers the same salary and benefits as it provides for other similarly-situated teachers employed by Charter School. This obligation extends to providing Teachers returning for their second year of service with at least the same seniority rights and salary as are provided to other full-time alternatively certified second-year teachers. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers by Charter School per this Agreement.

(iii.) Subject to any obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, Charter School shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within Charter School. Charter School shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated

at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

(iv.) For the avoidance of doubt, in the event Charter School is an at-will employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.

(v.) Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between Charter School and an employed Teacher.

(vi.) Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the Parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.

(vii.) Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

(viii.) Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the Charter School and the Teacher.

Teach For America Responsibilities

B. Services. Prior to entering the classroom, all Teacher candidates will undergo pre-service training designed and delivered by Teach For America. During the course

of the academic year, Teach For America will provide professional development services and activities for Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers.

C. Resources. Teach For America will facilitate teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. Professional development services will be available to all Teachers during their first two years in the classroom.

D. Data Access

- i. To facilitate provision of the Professional Development and Data Storage Services, Charter School may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA") and pursuant to Idaho Code 33-133, Charter School

hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1) and Idaho Code 33-133.

- ii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, Teach For America agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Agreement or as otherwise authorized by the Charter School or by law, and will use Student Records disclosed by the Charter School only for the purposes for which such disclosure was made.
- iii. Charter School acknowledges that Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b) and Idaho Code 33-133, provided that Teach For America shall, in advance, provide to Charter School the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

E. Certification. Teach For America will ensure that Teachers are enrolled in an alternative certification/licensure program that enables Teachers

to obtain appropriate credentials to become a "highly qualified" classroom teacher of record, according to the requirements of the No Child Left Behind Act of 2001 and applicable state regulations in existence at the time of signature of this Agreement.

- F. Credentialing. Individual Teachers are responsible for completing all credential requirements. Teach For America is not responsible in the event of any failure by an individual Teacher to fulfill obligations to maintain his/her teaching credentials.

III. GENERAL PROVISIONS

- A. Fees. In recognition of the costs incurred by Teach For America for the recruitment, selection, training, and professional development support of Teachers, Charter School agrees to pay Teach For America an annual fee of \$2,000 for each teacher in their first year of employment and \$2,500 for each teacher in their second year of employment.
- B. Invoice. Teach For America will invoice Charter School for all amounts due under this Agreement and Charter School shall make payment to Teach For America no later than November 1 of each calendar year. For the avoidance of doubt, Charter School will be invoiced fees for each of the individual Teacher(s) initially employed by the Charter School.
- C. Refund Policy. Teach For America has no obligation to refund to Charter School any amount paid by Charter

School regarding any Teacher for any reason whatsoever.

- D. Term. The term of this Agreement will cover the 2017 cohort of Teachers for the 2017-18 academic year. This Agreement will expire on April 1, 2018 but all provisions applicable to the 2017 cohort of Teachers will remain in effect through the conclusion of the 2017-18 academic year. This Agreement may be renewed at the end of the term on the same or substantially similar terms by mutual agreement of the parties.
- E. Termination. This Agreement may be terminated at any time by mutual written agreement of the Parties. In the event of termination, Teach For America will be entitled to all outstanding amounts due up to the date of termination. The Agreement may also be terminated by either Party in the event of a material breach of this Agreement or purpose of this Agreement by either Party, where such breach is incapable of being cured or, if capable of being cured within thirty (30) business days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.
- F. Survivability. In the event of the expiration or termination of this Agreement, Sections II.A. shall survive and will remain in effect until such time as there are no Agreed Number of Teachers in their second year of employment with the Charter School. In addition, Sections III.D, III.F, and III.G. shall

survive the expiration or termination of this Agreement indefinitely.

G. Mutual Indemnification / Limitation of Liability

(i.) To the extent permitted by applicable state laws and regulations, Charter School will indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such TFA Indemnatee may become subject arising out of the provision by Teach For America to Charter School of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnatee.

(ii.) Teach For America will indemnify and hold harmless the Charter School and its officers, directors, employees and agents (the "Charter School Indemnitees") against any and all Losses to which such Charter School Indemnatee may become subject arising out of the provision by Teach For America to Charter School of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such Charter School Indemnatee.

(iii.) Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to Charter School for any Loss incurred by

Charter School in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to Charter School or any such individual Partner School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by Charter School pursuant to this Agreement.

H. Employment Status. Teach For America and Charter School agree that none of the Teachers assigned to Charter School under this Agreement is an agent or employee of Teach For America, and no such Teacher has any right or authority to create or assume any obligation, express or implied, on behalf of Teach For America or to bind Teach For America in any respect whatsoever.

I. Surveys. Charter School acknowledges that Teach For America may survey individual constituents, teachers, etc. at the school site regarding its programming and professional development of Teachers in the classroom.

J. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in writing and signed by each Party.

K. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement, and all of which, taken together, will be deemed to constitute one and the same agreement.

L. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of Idaho.

M. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, that illegal, unenforceable or invalid provisions or part thereof will be stricken from this Agreement, and the provision will not affect the legality, enforceability or validity of the remainder of this Agreement.

N. Notices. Unless provided otherwise, all notices will be in writing and sent to the addresses set forth below. Notices will be delivered by personal messenger, overnight courier, registered or certified mail or (except in the case of notice of any alleged breach of this Agreement) transmitted through facsimile (provided there is confirmation of receipt of such transmission). The addresses of the Parties are as follows:

Charter School:

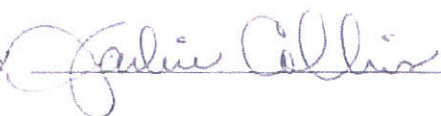
Idaho Arts Charter School
1220 5th Street North
Nampa, ID 83687

Teach For America:

Teach For America-Idaho
1224 1st Street South, Suite 302
Nampa, ID 83651

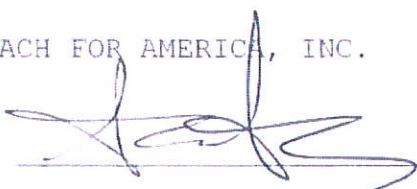
IN WITNESS WHEREOF, each of Charter School and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Idaho Arts Charter School

By 

Jackie Collins
Executive Director
Idaho Arts Charter School
1220 5th Street North
Nampa, ID 83687

TEACH FOR AMERICA, INC.

By  8/24/17

Tony Ashton
Executive Director
Teach For America-Idaho
1224 1st Street South, Suite 302
Nampa, ID 83651

