

EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Teach For America, Inc AND KC International Academy

This educational professional service (“Agreement”) is dated April 19, 2024 and is between Teach For America, Inc. (“Teach For America”), a Connecticut non-profit with local offices located at 2000 Baltimore Avenue, Suite 300, Kansas City MO, 64108 and KC International Academy (“School Partner”) (each, a “Party” and collectively “the Parties”) for services provided during the 2024-25 and 2025-26 academic years.

WHEREAS, 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.

WHEREAS, School Partner seeks to equip first and second year teachers, new teachers, mentor teachers, and others as defined and agreed upon by TFA and the School Partner with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, the Parties agree to be bound by the terms and conditions of this Agreement.

I. ACCELERATE PROGRAM (“BTAP”) RESPONSIBILITIES

A. Teach For America’s Responsibilities:

1. Provide school-wide coaching support in the form of its Beginning Teacher Assistance Program (BTAP) to the School Partner.
2. This coaching support shall be targeted to first- and second-year teachers, teachers new to a school site or the urban core, mentor teachers who are working with the previous two groups, and others as defined by and agreed upon by TFA and the School Partner.
3. BTAP’s primary focus areas are aligned to Missouri’s Department of Elementary and Secondary Education (DESE) BTAP requirements and will include but not be limited to:
 - a) Classroom Environment:
 - (1) Classroom management techniques;
 - (2) Time, space, transitions and activities management; and
 - (3) Awareness of diverse classroom, school and community cultures.
 - b) Student Engagement & Motivation:
 - (1) Effective instruction;

- (2) Clear learning goals and/or objectives;
 - (3) Student voice and choice; and
 - (4) Teaching and learning activities with high student engagement.
- c) Professional Communication:
 - (1) Effective communication with students, mentors, colleagues and parent;
 - (2) Verbal and nonverbal communication techniques; and
 - (3) Effective use of technology and social media communication.
- d) Education-Related Law:
 - (1) Certification requirements;
 - (2) Professional rights and responsibilities; and
 - (3) Self-assessment and professional learning.
- e) Develop school level plans after meetings between TFA and School Partner leadership, determining alliance with site-based plans.
- f) Monthly, conduct one whole group professional development session for beginning teachers enrolled in the program.
- g) Monthly, provide individualized coaching sessions to each beginning teacher enrolled in the program.
- h) Review and update as needed school level plans after meetings between TFA and School Partner leadership for the school year, determining alliance with site-based plans.
- i) Conduct professional development sessions for the mentors of beginning teachers enrolled in the program, with predetermined frequency.
- j) Collect feedback data annually from School Partner for program improvement.
- k) Annually, provide summary of programmatic review, assessment, and recommendations for potential expansion shared in administrator check-ins.

B. School Partner Responsibilities:

1. School Partner will collaborate with Teach For America to facilitate the effective execution of this coaching support and Beginning Teacher Assistance Program.
2. Data Access.
 - a) During the course of the academic year, Teach For America shall provide on behalf of Charter School various professional development services and activities as set forth in this Agreement (the “Professional Development”). These professional development services will be available to selected teacher participants for the duration of this Agreement.

- b) To facilitate provision of the Professional Development, 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”), 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).
- c) Teach For America agrees to use, maintain, and disclose 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 Charter School or by law, and will use Student Records disclosed by Charter School only for the purposes for which such disclosure was made.
- d) 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), 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) Pursuant to 34 CFR § 99.7(a)(3)(iii), Charter School shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

II. GENERAL PROVISIONS

- A. Fees. The School Partner agrees to the following annual fee for services (“fee”) set forth in this agreement and payable as follows:
 - 1. Fundamental Fees. \$1,750.00 per new teacher classroom, payable to Teach For America, Inc. by School Partner on or before September 30, 2024.
 - a) The School Partner agrees to the number of 10-15 classrooms for the upcoming school year. Teach For America will accommodate an increase up to 20 with the final number determined by September 1, 2024. In the event the number of

classrooms exceeds 20, both parties should mutually agree upon and provide written documentation of agreement on that increase.

b) In coordination with Teach For America, School Partner will determine the number of classrooms for the 2025-26 school year on or around April 15, 2025.

- B. Invoice and Non-refund. School Partner shall be invoiced for all amounts due under this Agreement and School Partner shall make payments set forth in Section II. A no later than October 30th of each year during the term of this agreement. Teach For America shall have no obligation to refund School Partner any amount paid for services set forth in this Agreement for any reason whatsoever.
- C. Term. This Agreement shall be in effect from the date of August 1, 2024 through May 31, 2026 (the “term”).
- D. Termination. This Agreement may be terminated at any time by mutual written agreement of the Parties. In the event of termination, the Parties 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 of 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.
- E. Relationship of the Parties.
1. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School Partner and School Partner Teachers.
 2. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any School Partner Teachers.
 3. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School Partner and School Partner Teachers.
- F. Mutual Indemnification/Limitation of Liability.
1. To the extent permitted by applicable state laws and regulations, and without waiving sovereign immunity, each party will indemnify and hold harmless the other party and its officers, directors, employees and agents (collectively, the “Indemnitees”) against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys’ fees)(“Losses”) to which such Indemnitee may become subject arising out of the provision of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.
 2. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party 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 the other Party; provided that in no event shall the other party and its officers, directors, employees and agents have any liability in excess of the aggregate amount of the value of this Agreement.

- G. Compliance with Anti-Harassment and Non-Discrimination Regulations. Parties believe all Teachers should be able to work in an atmosphere free from all forms of unlawful discrimination, including sexual harassment and any other form of unlawful harassment based on a characteristic or status protected by law, and as such, wishes to ensure Teachers are placed in safe, inclusive and equitable environments. To that end, the School Partner will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. School Partner acknowledges that not consistently enforcing their policies and procedures is grounds for termination of this Agreement, and that such judgment is at the sole discretion of the Parties
- H. Confidentiality. Parties shall hold all non-public proprietary information (the “Confidential Information”), written or oral, whether or not it is marked as confidential, that is disclosed or made available to the receiving Party, directly or indirectly, through any means of communication by the disclosing Party in confidence in accordance with the terms of this Agreement. Both Parties shall exercise at least the same degree of care as it uses with its own confidential information, but in no event less than reasonable care. The Contractor may disclose Confidential Information to 1) its representatives, but only to the extent necessary to carry out the terms of this Agreement and 2) to a third party if required to do so, and only to the extent permitted by law.
- I. Amendment/Modification. No amendment or modification of this Agreement, and no waive hereunder, will be valid or binding unless set forth in writing and signed by each Party.
- J. 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.
- K. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri.
- L. 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.
- M. 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 each transmission). The addresses of the Parties are as follows:

- N. Insurance. Teach for America shall, at its own cost and expense, obtain and maintain the following insurance coverages for the services it provides under this agreement:
1. Workers' Compensation for its employees as statutorily required; and
 2. Commercial General Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

[SIGNATURE PAGE FOLLOWS]

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.

KC International Academy

414 Wallace Avenue
Kansas City, MO 64125

Teach For America

2000 Baltimore Avenue, Suite 300
Kansas City, MO 64108

Name:

Name: Julie Gronquist-Blodgett

Date:

Date: