

EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (“Agreement”) is dated March 28, 2016 and is between Teach For America, Inc. (“Teach For America”), a Connecticut based non-profit headquartered at 25 Broadway, 12th Floor, New York, NY 10004, and YPI, a charter management organization (“CMO”), (each, “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 educational equity by serving as effective classroom teachers dedicated to enhancing student achievement in under-resourced schools. CMO 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. Further, CMO seeks access to a pipeline of qualified candidates to meet its human capital needs and to fill leadership vacancies at various levels within the CMO;

Accordingly, CMO and Teach For America agree as follows:

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

CMO Responsibilities:

- A. CMO agrees to collaborate with Teach For America on the hiring process for Teachers (as defined in paragraph D below).

CMO agrees to hire the number (the “Agreed Number”) and distribution of Teachers set forth in Appendix A.

- B. CMO will use its best efforts to hire the Agreed Number of Teachers throughout the spring and summer, and no later than September 1st of each year.

Teach For America Responsibilities:

- C. Candidate Recruitment and Selection. Teach For America will use its reasonable efforts to provide CMO with the Agreed Number of Teachers set forth in Appendix A, but Teach For America does not guarantee its ability to do so.
- D. Teacher Sourcing. Teach For America will recruit, select, and present to the CMO for CMO's employment, Teachers 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

CMO Responsibilities:

- A. CMO acknowledges that there is an expectation that CMO will employ Teachers hired under this Agreement for a minimum of two (2) years, provided that the Teacher remains an employee in good standing in the CMO's sole discretion. CMO may also continue to employ individual Teachers beyond the two-year commitment by mutual agreement between CMO and such Teacher.

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

(ii.) CMO agrees to place all Special Education Teachers in a position where he/she will spend six (6) hours per day in direct delivery with students. According to the Commission on Teacher Credentialing (CTC) standards, that Loyola Marymount University as a credentialing body must uphold, direct delivery is characterized by face to face interaction with students in a classroom setting. CMO will ensure that Special Education Teachers will lead teach a minimum of four (4) hours per week as the direct service provider

[this could include pull out time, a resource lab setting, true team teaching, or a learning center setting]. CMO acknowledges that if these guidelines are not met Loyola Marymount University can put the Special Education Teacher's credential up for review.

(iii.) CMO will provide Teachers the same salary and benefits as it provides for other similarly-situated teachers employed by CMO. 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 per this Agreement.

(iv.) For the avoidance of doubt, in the event CMO 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 CMO 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, CMO 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"), CMO 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).
- 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 CMO or by law, and will use Student Records

disclosed by the CMO only for the purposes for which such disclosure was made.

- iii. CMO 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 CMO 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 its approved alternative certification/licensure program that enables Teachers to obtain appropriate credentials to be a classroom teacher of record.
- 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, CMO agrees to pay Teach For America a total fee of \$7,000 (\$3,500 annually) for each Teacher that is employed with CMO under this Agreement.
- B. Invoice. Teach For America will invoice CMO for all amounts due under this Agreement and payment will be made no later than January 1st of each calendar year. For the avoidance of doubt, CMO will be invoiced fees for each of the individual Teacher(s) initially employed by CMO.

- C. Term. The term of this Agreement will cover the 2015 cohort of Teachers for the 2015-16 and 2016-17 academic years. [It will also cover the 2016 cohort of Teachers for the 2016-17 and 2017-18 academic years]. This Agreement will expire on April 28, 2018 but all provisions applicable to the 2016 cohort of Teachers will remain in effect through the conclusion of the 2018 academic year. This Agreement may be renewed at the end of the term by mutual agreement of the parties.
- D. 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.
- E. 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 CMO. In addition, Sections II.D, III.F, and III.G. shall survive the expiration or termination of this Agreement indefinitely.
- F. Mutual Indemnification
- (i) To the extent permitted by applicable state laws and regulations, CMO 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 attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to CMO 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 Indemnitee.
- (ii) Teach For America will indemnify and hold harmless the CMO and its officers, directors, employees and agents (the "CMO Indemnitees") against any and all Losses to which such CMO Indemnitee may become subject arising out of the provision by Teach For America to CMO of services hereunder, except to

the extent such Losses result from the willful misconduct or gross negligence of such CMO Indemnitee.

- G. Employment Status. Teach For America and CMO agree that none of the Teachers assigned to CMO 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.
- H. 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.
- I. 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.
- J. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of California.
- K. 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.
- L. 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 email (provided there is confirmation of receipt of such transmission).

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

~~THE~~ YPI Charter Schools, Inc

By Yvette King-Berg

Name: Yvette King-Berg

Title: Executive Director

TEACH FOR AMERICA, INC.

By _____

Name: Lida Jennings

Title: Executive Director

APPENDIX A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Multiple Subjects	K-8 th	2	2016-17 and 2017-18
Single Subjects Math	6 th -12 th	1	2016-17 and 2017-18
Single Subjects English	6 th -12 th	1	2016-17 and 2017-18

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the CMO and who are returning for their second year of employment.
- ii. If Teach For America provides CMO with a number of Teachers that is lower than the Agreed Number, the actual number of Teachers provided will constitute the Agreed Number for purposes of determining any fees that the CMO owes Teach For America.
- iii. In the event that Teach For America supplies the CMO with any Teachers above the Agreed Number, CMO agrees to pay the agreed upon fees for the additional Teachers.

APPENDIX B

- A. Hiring Process. CMO and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers.
- i. This obligation will include, to the extent permissible and feasible, the use of specialized hiring practices such as hiring fairs and telephone interviews.
 - ii. CMO and Teach For America will collaborate in good faith to identify individual schools within CMO appropriate for Teachers.