

## EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services ("Agreement") is dated October 1<sup>st</sup>, 2019 and is between Teach For America, Inc. ("Teach For America"), a Connecticut non-profit and Hogan Preparatory Academy Elementary School ("School Partner") (each, a "Party/" and collectively "the Parties") for services provided during the 2019-2020 and 2020-2021 school 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. Teach For America has received funding from a community organization ("SSKC") to sponsor a portion of services provided that include expertise in coaching and developing new teachers to further develop and sustain their professional practice.

WHEREAS, Hogan Preparatory Academy Elementary School Partner seeks to equip first and second year teachers, new teachers, and mentor teachers ("Teachers") 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. BEGINNING TEACHER ASSISTANCE PROGRAM ("BTAP") RESPONSIBILITIES

#### A. Teach For America Responsibilities:

- a. Develop school level plans after face-to-face meetings between TFA and School Partner leadership, determining alliance with site-based plans
- b. Conduct whole group and individualized coaching sessions monthly
- c. Review and update as needed school level plans after face-to-face meetings between TFA and School Partner leadership for the 2020-2021 school year, determining alliance with site-based plans
- d. Conduct mentor meetings bi-monthly
- e. Collect feedback data from School Partner for program improvement
- f. Provide written summary of programmatic review, assessment, and recommendations for potential expansion
- g. Provide school-wide coaching support in the form of its Beginning Teacher Assistance Program (BTAP) to School Partner.
  - i. This coaching support shall be targeted to first and second year teachers, teachers new to a particular school site or the urban core, and mentor teachers who are working with the previous two groups.
- h. Teachers will engage regularly via whole group sessions (monthly), mentor meetings (bi-monthly), and individualized coaching sessions (monthly).
- i. BTAP's primary focus areas are aligned to DESE's BTAP requirements and will include but not be limited to: Classroom Environment

1. Classroom management techniques
  2. Time, space, transitions and activities management
  3. Awareness of diverse classroom, school and community cultures
- ii. Student Engagement & Motivation
1. Effective instruction
  2. Clear learning goals and/or objectives
  3. Student voice and choice
  4. Teaching and learning activities with high student engagement
- iii. Professional Communication
1. Effective communication with students, mentors, colleagues and parents
  2. Verbal and nonverbal communication techniques
  3. Effective use of technology and social media communication
- iv. Education-Related Law
1. Certification requirements
  2. Professional rights and responsibilities
  3. Self-assessment and professional learning

B. School Partner Responsibilities:

- a. School Partner will collaborate with Teach For America to facilitate the effective execution of this coaching support and Beginning Teacher Assistance Program,

## II. GENERAL PROVISIONS

- A. Fees. As a result of SSKC's sponsorship received by TFA in support of this partnership, TFA is able to offer reduced service fees to School Partner during the term of this Agreement. School Partner agrees to the following reduced annual fee for services ("Fee") set forth in this agreement and payable as follows:
  - a. 2019-2020 School Year
    - i. \$10,000.00 payable to Teach For America, Inc. from Hogan Preparatory Academy in October 2019
  - b. 2020-2021 School Year
    - i. \$10,000.00 payable to Teach For America, Inc. from Hogan Preparatory Academy in October 2020
- B. Invoice. 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 30 of each year during the term of this agreement.
- C. Term. This Agreement shall be in effect from the date of September 2019 through May 2021 (the "Term").

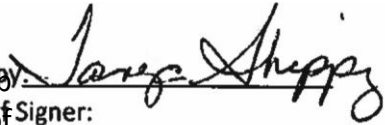
- D. Termination. This Agreement may be terminated at any time by mutual written agreement of the Parties. In the event of termination, the Parties will be entitled to all outstanding amounts due up to the date of termination. The Agreement may also be terminated by either Party in the event of a material 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.
- a. 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.
  - b. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any School Partner Teachers.
  - c. 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.
- (i.) To the extent permitted by applicable state laws and regulations, School Partner will indemnify and hold harmless the other Party and its officers, directors, employees and agents (the "Party Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such Party Indemnitee may become subject arising out of the provision by the other Party to School Partner of services hereunder (including without limitation the coaching of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such Party Indemnitee.
  - i. (ii.) Each Party will indemnify and hold harmless the Partner School and its officers, directors, employees and agents (the "School Indemnitees") against any and all Losses to which such School Indemnitee may become subject arising out of the provision by Teach For America to School Partner of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School Indemnitee.
  - ii.(iii.) Neither Party nor any of its officers, directors, employees or agents shall be liable to School Partner for any Loss incurred by School Partner 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 to School Partner or any such Individual School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to the other Parties by School Partner pursuant to 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, 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 Shali 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 in 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:

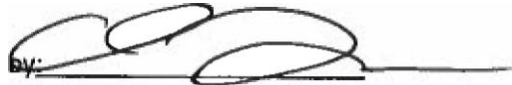
Hogan Preparatory Academy Elementary  
1221 E Meyer Blvd,  
Kansas City, MO 64131

Signed By:   
Name of Signer:  
: Chief Operations  
Officer

Position:

Teach For America Kansas City  
2000 Baltimore, 3<sup>rd</sup> Floor  
Kansas City, MO 64108

Signed



Name of Signer: Chris Rosson

Position: Executive Director

