

CHARTER EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TEACH FOR AMERICA, INC AND
MAKING WAVES ACADEMY

This educational professional services agreement (“Agreement”) is dated October 20, 2021 and is between Teach For America, Inc. (“Teach For America”), a Connecticut non-profit with regional office located at 401 Grand Ave Suite 400, Oakland, CA, 94610 and Making Waves Academy located at 4123 Lakeside Dr, Richmond, CA, 94806 (each, a “Party” and collectively “the Parties”).

RECITALS

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, 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.

NOW THEREFORE, Charter School and Teach For America agree to be bound by the terms and conditions of this Agreement:

AGREEMENT

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.) 0-4 Teachers for academic school years 2022-2023 and
 - (ii.) 0-4 Teachers for academic school years 2023-2024 and
 - (iii.) 0-4 Teachers for academic school years 2024-2025
 - (iv.) In the event that Teach For America supplies the Charter School with any Teachers above the Agreed Number, Charter School agrees to pay the fee for each additional Teacher.
- 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.
- C. Charter School agrees that Teach For America Teachers will not provide any religious instruction; Charter School attests that it is not a for-profit school.

Teach For America Responsibilities:

- D. Candidate Recruitment and Selection. Teach For America agrees to provide Charter School with the Agreed Number of Teachers, as defined in paragraph D 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.
- E. 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. For the purposes of this Section, only those requirements in effect at the time that the Teacher is offered employment by Charter will be applicable.

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.) During the term of this Agreement, and to the fullest extent permitted by applicable law and regulation, Charter School will maintain employment practices liability insurance in amounts sufficient to protect its interests.
 - (iv.) To the fullest extent permitted by law, Charter School agrees to share Teacher performance data in a timely manner so that Teach For America may provide on targeted professional development. Both Parties acknowledge that sharing this data does not create a joint employment relationship between the Parties.
 - (v.) 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 their 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.

- (vi.) Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- (vii.) Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement or permit Teach For America to interfere in the employment relationship between Charter School and an employed Teacher.
- (viii.) Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

B. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environment free from all forms of unlawful discrimination based on a characteristic or a protected status. To that end, Charter School will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. Charter School acknowledges that not consistently enforcing their policies and procedures constitutes a breach of this Agreement, and that such judgment is at the sole discretion of Teach For America.

C. Prohibited Activities and AmeriCorps Service Requirements. Charter School acknowledges that Teachers serving at district schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods and professional development sessions. A full list of prohibited activities can be

found in attached **Attachment A** but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.

- a. Charter School will not require Teachers to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Teachers serve, when possible.
- b. Charter School acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.
- c. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds.

Teach For America Responsibilities

- D. Services. Prior to entering the classroom, all Teacher candidates will undergo pre-service training designed and delivered by Teach For America and/or a qualified educator preparation program. 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. If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services to the extent possible.
- E. 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.

F. Data Access

- (i.) During the course of the academic year, Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services (the “Professional Development and Data Storage Services”). In addition, these professional development services will be available to all Teachers during their first two years in the classroom. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America’s software and servers.
- (ii.) 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”), 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).
- (iii.) Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the Charter School and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, a form of which is attached and incorporated hereto as, **Attachment B** to this Agreement, or by law, and only for the purposes for which the disclosure was made.
- (iv.) 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.

- G. Certification. Teach For America will ensure that Teachers are enrolled in an alternative certification/licensure program that enables Teachers to obtain appropriate credentials to be a classroom teacher of record, according to the requirements of the Every Student Succeeds Act and applicable state regulations in existence at the time of signature of this Agreement.

- H. Credentialing. Individual Teachers are responsible for completing all credential requirements. Teach For America is not responsible, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill obligations to maintain their teaching credentials [or obtain necessary waiver(s) to remain a classroom teacher of record].

III. GENERAL PROVISIONS

- A. Fees-for-Service. 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 \$ 5,000 for each year that each Teacher is employed with Charter School under this Agreement.

- B. Invoice and Payment. Teach For America will invoice Charter School for all amounts due under this Agreement and payment will be made no later than January 31st of each calendar year. A failure to provide an invoice does not constitute a breach on behalf of Teach For America nor does negate the Charter School's responsibility to pay.

- C. Non-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 all Teachers whose employment begins with the Charter School during the 2022 – 2023, 2023-2024, 2024-2025 academic years. This Agreement will expire on the last day of the 2025-2026 academic year.

E. Termination. This Agreement may be terminated as follows:

- (i.) at any time by mutual written agreement of the Parties;
- (ii.) by either party, upon thirty (30) days prior written notice to the other Party, provided that the terminating Party provides notice no later than 120 days prior to the end of the current academic year; or
- (iii.) by either Party upon written notice to other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching party of written notice of such breach from the non-breaching Party.

In the event of termination, Teach For America will be entitled to all outstanding amounts due up to the date of termination.

F. Survivability and Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void. In the event of the expiration or termination of this Agreement, Sections IIA, IIB and IIC (Charter School Responsibilities) 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 IIIF (Survivability and Effect of Termination), IIIG (No Warranty), and IIIH (Mutual Indemnification) and III.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely.

G. No Warranty. Charter School hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and Charter School shall indemnify and hold harmless the TFA Indemnities (as defined below in the

Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by Charter School.

H. Mutual Indemnification

- (i.) To the extent permitted by applicable state laws and regulations, each Party will indemnify and hold harmless the other Party and its officers, directors, employees and agents (the " Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such Indemnatee may become a breach of this Agreement by the indemnifying party, (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnatee.

I. Limitation of Liability.

- (i.) 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 such Party; provided that in no event shall any such liability be in excess of the aggregate amount of the value of this Agreement.
- (ii.) To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party for Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.

J. 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.

- K. 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.
- L. Amendment/Modification/Extension. 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.
- M. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).
- N. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of California.
- O. 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, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- P. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

**CHARTER SCHOOL
CONTACT**

Name: _____
Title: _____
Address: _____
Email: _____

**TEACH FOR
AMERICA:**

***With an electronic copy to:**

Name: Beatrice Viramontes
Title: Executive Director
Address: 401 Grand Avenue, Suite
400
Oakland, CA, 94610
Email: beatrice.viramontes@teach
foramerica.org

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of
contract and indemnity.*

- Q. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing.
- R. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.


[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.

Making Waves Academy

By: _____
Name: _____
Address: _____
: _____

Teach For America

By:  _____
Name: Beatrice Viramontes
Title: Executive Director
Address: 401 Grand Ave, Suite 400
Oakland, CA, 94610

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Chelsey Christensen
Title: Director, Partnerships

ATTACHMENT A
AMERICORS PROHIBITED ACTIVITIES

Citation:

45CFR § 2520.65 - <https://www.ecfr.gov/current/title-45/subtitle-B/chapter-XXV/part-2520/section-2520.65>

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

ATTACHMENT B
DATA SHARING AGREEMENT

Making Waves Academy and Teach For America, Inc. Data Sharing Agreement

This Data Sharing Agreement (“DSA”), effective on the date of execution by the last signing Party (the “Effective Date”), is made and entered into by and between Teach For America, Inc. (“Teach For America,” or “Recipient”), and the Making Waves Academy, (each a “Party” and collectively, the “Parties”).

WHEREAS, on October 20, 2021, the Making Waves Academy and Teach For America entered into a Professional Services Agreement (“PSA”) whereby Teach For America agreed to recruit, select, train and provide 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 (“Corps Members”). As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) Making Waves Academy may share with Teach For America, the Making Waves Academy described herein;

WHEREAS, Teach For America desires to use the Making Waves Academy Data to track the growth and achievement of students taught by Teachers supported by Teach For America and to measure the impact of these Teachers within their contexts in order to provide: tailored support and professional development programming for these Teachers, report to funders and board members, and to evaluate and evolve our model for selecting new teachers into the program, and support Making Waves Academy in improving teacher development, effectiveness and student outcomes.

WHEREAS, The Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the Making Waves Academy and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

NOW THEREFORE, The Parties agree as follows:

1. Definitions

- A. “Breach” will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for Making Waves Academy Data.
- B. “Making Waves Academy Student Record Data” means and refers to the data described more fully in **Appendix A** that Making Waves Academy provides to Teach For America in connection with this DSA.

- C. “Making Waves Academy Video Data” means and refers data described as videotaping or recording of instruction in in-person or virtual spaces for review of instructional technique, which are manually transferred or uploaded to Teach For America’s software and servers by Corps Members in connection with this DSA.
- D. “Making Waves Academy Data” collectively refers to both the Making Waves Academy Student Record Data and Video Data.
- E. “FERPA” means and refers to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and implementing regulations set forth in 34 CFR Part 99.
- F. “Personal Data” means and refers to any information that identifies or that can reasonably be used to identify a specific individual, including but not limited to any information that meets the definition of “Personally Identifiable Information” set forth in 34 C.F.R. § 99.3
- G. “Privacy and Security Laws” means and refers to (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to privacy, confidentiality, security, or breach notification of Personal Data, including but not limited to FERPA and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.
- H. Others...?

II. Description of Data Access, Exchange and Use

- A. Making Waves Academy will provide the Making Waves Academy Student Record Data described in **Appendix A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix A**.
- B. Corps Members will transfer or upload Making Waves Academy Video Data to Teach For America in a form, format, frequency, and security mutually agreed by the Parties and laid forth in **Appendix B**
- C. The restricted Making Waves Academy Data will be used solely for the purposes agreed upon by the two parties.
- D. Teach For America may request additional data or use of data, in writing, from Making Waves Academy at any point. If Making Waves Academy agrees to provide such data or to its use, all terms of this agreement apply to the additional data. This includes ongoing data for subsequent cohort

years, in which Teach For America and Making Waves Academy have entered into a PSA, after the original DSA is signed.

- E. Access to Teach For America Data will be limited solely to the appropriate Making Waves Academy staff designated in writing (after executing **Attachment A**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties.
- F. Teach For America Agrees as follows:
 - i. Provide Making Waves Academy with a dataset (after executing **Attachment A**) that will allow for the identification of Teach For America Teachers in the existing district data system ("Teach For America Data"). Teach For America and Making Waves Academy agree that both parties will follow appropriate data protection protocols in transferring this data to representatives of Making Waves Academy as well as protect any and all personal data.
 - ii. Access to Making Waves Academy Student Record Data at the identified individual teacher level will be limited solely to Teach For America regional and national staff (after executing **Attachment C**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.
 - iii. Access to Making Waves Academy Student Record Data at the individual student level will be limited solely to appropriate Teach For America national analytics staff designated in writing (after executing **Attachment B**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.
 - iv. Access to Making Waves Academy Student Record Data aggregated by class/teacher will be limited solely to Teach For America employees, funders, and board members. Teach For America agrees that the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.
 - v. Access to Making Waves Academy Video Data will be limited solely to Teach For America employees and Corps Members for ongoing coaching and development of current and future Corps Members. Teach For America agrees that the Video Data may not be loaned, used or otherwise conveyed to anyone other than internal staff, current and future Corps Members, using software services to securely house and host this data.

- vi. Upon execution of **Attachment B**, Teach For America will not share Making Waves Academy aggregate student data for student cohorts less than five (5).
- vii. Teach For America will not externally share or publish conclusions from any analyses that identifies the district, without the prior consent of Making Waves Academy
- viii. Teach For America agrees to share any findings from its analyses and/or aggregate reports with Making Waves Academy

III. DUTIES

- A. The Making Waves Academy will perform the following duties:
 - i. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R, section 99, and related California Education Code provisions.
 - ii. Provide Teach For America with information security specifications required to transmit pupil record information electronically in the form, format, frequency, and security features laid out in **Appendix A** as set forth herein.
 - iii. Upon execution of a separate authorization and publicity release form, Making Waves Academy authorizes Teach For America to use photography and/or video of its students by naming Teach For America as an approved affiliate or partner and third party beneficiary of the Making Waves Academy with regard to all publicity/model releases signed by student and/or parents, especially as they relate to videos and photographs of student of Making Waves Academy.
 - iv. Authorizes Teach For America and Corps Members, by the execution of this Agreement, to coordinate all necessary parental/guardian FERPA and media releases to allow the videotaping of in-person and/or virtual instruction in order to obtain Making Waves Academy Video Data.
- B. Teach For America will perform the following duties:
 - v. Comply with all FERPA and CTC Provisions, including the following:
 - a. Teach For America further agrees not to share data received under this DSA with any other entity not set forth in this Agreement. Teach For America agrees to allow Making Waves Academy access to any relevant Teach For America records for purposes of completing authorized audits of the parties.

- b. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA [and other federal, state and local laws] with respect to the data shared under this agreement. Teach For America agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement and **Attachment B**.
- c. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Teach For America to any other institution or entity.
- d. Not disclose any Making Waves Academy Data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of data use authorized by this agreement.
- e. Use data in a manner that does not permit personal identification of parents and students by anyone other than representatives of Teach For America authorized by this Agreement with legitimate educational interests for purposes of this Agreement.
- f. Destroy all personally identifiable Making Waves Academy Data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes Teach For America to maintain personally identifiable data beyond the time period reasonably needed to complete the purpose of the request. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). Teach For America agrees to require all employees, contractors, or agents of any kind to comply with this provision. Consistent with FERPA, Teach For America will retain a de-identified data set to conduct analyses for specific projects that have been

- approved in advance and in writing by Making Waves Academy.
- vi. Teach For America shall comply with the Making Waves Academy's information security specifications prior to receiving any electronic transfers of pupil record information. Making Waves Academy may require Teach For America to provide documentation of compliance prior to any transmittal.
 - vii. Teach For America shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. Making Waves Academy or its agents may, upon request, review the records required to be kept under this section. Teach For America's authorized representative must sign and complete the Confidentiality Agreement, (**Attachment B**) which is incorporated by reference,
 - viii. If Teach For America experiences a Breach, Teach For America will immediately take steps to mitigate any harm resulting from such Breach and/or as are required under applicable Privacy and Security Laws. Teach For America will report in writing to Making Waves Academy without unreasonable delay, but in no event later than forty-eight (48) hours of determining that a Breach of Making Waves Academy Data has occurred. Teach For America will cooperate with any reasonable Making Waves Academy requests for information regarding such Breach.

IV. GENERAL PROVISIONS

- A. **TERM.** The Term of this Agreement shall begin on the Effective Date, cover all Corps Members hired under the PSA originally dated September 1, 2021, and shall expire on June 30, 2025.
- B. **TERMINATION.** This Data Sharing Agreement may be terminated as follows:
 - i. At any time by mutual agreement of the parties;
 - ii. By either party upon thirty (30) days prior written notice to the other Party;
 - iii. By either party upon written notice to the other in the event of a material breach of this Agreement that is not cured within thirty

(30) days following the receipt by the breaching party of written notice from the non-breaching party.

- C. EFFECT OF TERMINATION. If this Agreement expires or is terminated by either party, it shall become void. The expiration or earlier termination of this specific Agreement shall not serve to terminate the associated PSA.
- D. GOVERNING LAW The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.
- E. INDEMNIFICATION Teach For America shall indemnify and hold the Making Waves Academy and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of Teach For America, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- F. NOTICES All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed to the individuals as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Making Waves Academy
Name, Title	Bea Viramontes, ED	Name, Title	
ADDRESS:	401 Grand Ave, Suite 400 Oakland, CA	ADDRESS:	Richmond, CA
TELEPHONE:	(626)274-9594	TELEPHONE:	
EMAIL:	Beatrice.Viramontes@tea	EMAIL:	


	chforamerica.org		
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G. The points of contact for technical issues regarding the exchange, storage and security of the Making Waves Academy Data and related technical issues are:

Teach For America: Beatrice Viramontes

Making Waves Academy:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Making Waves Academy
ADDRESS:	401 Grand Ave, Suite 400 Oakland, CA	ADDRESS:	Richmond, CA
TELEPHONE:	(626)274-9594	TELEPHONE:	
EMAIL:	Beatrice.Viramontes@teach foramerica.org	EMAIL:	
SIGNATORY NAME (PRINT):	Beatrice Viramontes	SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:	Executive Director	SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:	10/20/2021	DATE:	

APPENDIX A - DATA ELEMENTS, FORM, FORMAT, FREQUENCY, AND SECURITY FEATURES

Data Elements

Making Waves Academy will, to the fullest extent possible, include the following data and specified variables in the Making Waves Academy Data sets provided to Teach For America (limited only by what is available through the method of access);

- a. The following teacher data and variables are essential to Teach For America's data request:
 - i. district, district code, school, school code
 - ii. Subject name, subject ID, course name, course ID, section ID
 - iii. grade level name, grade level code

- b. The following teacher data and variables are helpful but not essential to Teach For America's data request:
 - i. years employed with partner
 - ii. TFA affiliation (current CM/ alumni)
 - iii. certification/ license level
 - iv. gender
 - v. race
 - vi. ethnicity
 - vii. teacher evaluation rating/ observation data (where available)
 - viii. student/parent survey summary results (where available)

- c. The following student data and variables are essential to Teach For America's data request:
 - i. interim assessment scores (BOY, MY, EOY) (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
 - ii. state test scale scores (previous + current) (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)
 - iii. student survey results (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)
 - iv. test grade
 - v. test subject
 - vi. test year
 - vii. State StudentID number

- d. The following student data and variables are helpful but not essential to Teach For America's data request:
- i. race/ ethnicity
 - ii. ELL status
 - iii. special education/ disability status
 - i. low socioeconomic-status (SES)
 - iv. attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
 - v. behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
- e. The following aggregate data are essential to Teach For America's data request:
- i. Making Waves Academy average scores for all interim assessment tested grades and subjects (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
 - ii. Making Waves Academy average scores for all state tested grades and subjects (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available) tested grades and subjects (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)
 - iii. Making Waves Academy average scores for all [student survey] surveyed grades and subjects (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)

APPENDIX B

DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF MAKING WAVES ACADEMY VIDEO DATA, FREQUENCY AND SECURITY FEATURES

System Description:

Other Systems Description:

Docebo Description:

The onset of the Covid-19 pandemic fast-forwarded Teach For America's (TFA) work to create a more personalized corps member experience, through a standardized platform and other digital offerings. The charge: leverage technology to help us unblock and enable a digital transformation. After a robust RFQ process Docebo proved to meet all of the identified needs for an enterprise Learning Management System (LMS) including the ability to: track course and assignment completion, track progress through an asynchronous course, respond to discussion prompts simply within an asynchronous course, easily and intuitively navigate assignments (due dates, ability to upload files, daily to-dos), customize and automate data reporting, assigned learning plans for individuals or groups of users, communicate key announcements through the system, and share classroom teaching videos and receive feedback from expert practitioners and coaches.

This **Appendix B** shall serve as Teach For America- Bay Area's official notification of the use of the Docebo platform for corps member teacher coaching and training. While instruction may be in-person, virtual, or follow a hybrid model this school year, we believe it is important that we innovate and remain agile in our approach to the coaching and training we provide corps members. Below we've outlined the various ways Teach For America- Bay Area and corps members will utilize the Docebo platform, including but not limited to:

- Uploading and reviewing classroom recordings and other content in order to engage in discourse and feedback on teaching practices.
- Foster strong dialogue and collaboration with other corps members and Teach For America staff as they share resources, ideas, and feedback.
- Streamline coaching conversations centered on individual teacher development, rooted in evidence from their classrooms, and use evidence-based practices modeled by other teachers.

As part of our use of Docebo, Teach For America corps members will be uploading their classroom recordings. Although these recordings are focused and framed around the teacher, there may be times they include student images. Teach For America will obtain parental consent waivers for any videos which include student images.

Docebo Security Features:

Although corps members will upload classroom recording videos, these videos are not sharable outside of the platform and only the corps member who uploaded the video and Teach For America coaches have rights to download it. Our partnership with Docebo meets rigorous data security and privacy standards as a closed and private platform and Docebo has affirmed their compliance with laws and regulations concerning the privacy, security and notification of breaches.

