DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) dated February 26, 2019 is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), with locations at 315 W 36TH Street, New York City, NY 10018 a Connecticut non-profit and Shelby County Board of Education, a public school district, located at 160 S. Hollywood Street, Memphis, TN 38112 (“School District”) (each individually “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. Shelby County Schools seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

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

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

School District Responsibilities:

A. Hiring Commitment.
   i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District (“Teachers”) set forth in Section III.B (the “Agreed Number”), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement.
for any purpose whatsoever.

ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher’s aide positions.

iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters provided that School District may hire Teach For America Teachers for vacancies in hard-to-staff schools and subject matters, as identified by the School District.

v. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a “Partner School”) for placement of a Teacher, fifty percent or more of the school’s student population must receive free or reduced lunch. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

B. Hiring Process.

i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District’s established District hiring practices.

ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year, provided that School District shall employ Teachers no later than fourteen (14) days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher’s grade and subject level assignments prior to the start of their Pre-Service Training (as described below).
iii. Subject to its obligations under any current applicable memoranda of understanding between School District and its professional employee organizations, or applicable law, School District will offer alternative employment to any Teacher (up to the Agreed Number) who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a fulltime classroom teacher of record.

C. School District agrees to assign a clinical mentor to each Teacher(s) hired under this Agreement, to meet the Tennessee State Board of Education requirements for candidates completing a job-embedded clinical practice. CMO agrees to assign and to share the names of all mentors with Teach For America by September 1 of each calendar year. At a minimum, educators who serve as mentors must be:

i. identified as a highly effective teacher as evidenced by a state-approved evaluation model;

ii. appropriately licensed and endorsed in the area where they will be supervising the candidate.

Teach For America Responsibilities:

D. Candidate Recruitment and Selection. Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

E. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo preservice training at Teach For America Memphis Regional Institute, which is designed and
delivered by Teach For America in order to prepare Teachers for teaching. Attendance on
each day of this training is mandatory as it is a required component of
Teacher certification in the state of Tennessee. Teachers who do not complete the pre-
service training shall be ineligible for hire by School District.

F. Highly Qualified Status. Teach For America will provide the described pre-service
training to Teachers presented to School District for the purpose of ensuring that such
Teachers meet the current “highly qualified” teacher requirements set forth in the federal
No Child Left Behind Act of 2001 and applicable state regulations (together, the
“Requirements”) provided that Teach For America shall endeavor to ensure that Teachers
meet additional requirements as set forth in the Every Student Succeeds Act.
For purposes of this Section E, only those Requirements in effect at the time that the
Teacher is offered employment by School District will be applicable. School District shall
not be required to hire any Teacher who fails to meet the “highly qualified” or new or
additional requirements under ESSA, whichever is in effect at the time of hire.

G. Fingerprint Background Checks. Teach For America will require all eligible Teachers to
supply a fingerprint sample and submit to a criminal history records check to be conducted
by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, in
compliance with the provisions of Tennessee Code Annotated §49-5413. No Teacher shall
remain eligible for hire, and School District will not pay Teach For America a fee for any
Teacher whose background check reveals a conviction of an offense that is classified as a
sexual offense or a conviction as a violent sex offender, as defined in Tennessee Code Ann.

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS

School District Responsibilities

A. Employment Status.
   i. Every Teacher employed by School District as described in this Agreement shall
be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an “at-will” employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.

ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.

iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher following his or her hiring.

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

v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.

vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.

vii. Subject to its obligations under current applicable memoranda of understanding between School District and its professional employee organizations, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing, as determined in the sole discretion of School District.

viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as
applicable, health, dental, vision and retirement) as are provided to other teachers
employed by School District who are similarly situated from the standpoint of certification
status, seniority and any other factors Routinely used by School District in making such
decisions. Notwithstanding the above, Teach For America acknowledges it exercises no
control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under any current applicable memoranda
of understanding between School District and its professional employee organizations,
internal policies and practices, and applicable municipal and state laws and regulations,
School District 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 School District. School
District 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 tenure rights. For the avoidance of doubt, this
obligation is limited and controlled by any obligations that the School District has under
any current applicable memoranda of understanding between School District and its
professional employee organizations, internal policies and practices, and applicable
municipal and state laws and regulations.

Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

i. During the course of the academic year, Teach For America shall provide various
professional development services and activities for participating Teachers. These
services may include periodic classroom observations by regional program staff,
videotaping of instruction with review of instructional technique, coinvestigative
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. In addition, Teach For America shall
facilitate Teacher access to an assortment of resources including sample lesson

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plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom.

ii. Pursuant to its obligations under the Family Educational Rights and Privacy Act ("FERPA"), School District hereby acknowledges that, in the course of providing on-going professional development services for the purpose of improving instruction, School District may disclose to Teach For America student identifiable data from individual Teachers, pursuant to 34 CFR §99.31(a)(6)(i)(c).

iii. Teach For America shall use and maintain such data as provided in 34 CFR §99.31(a) (6).

B. Credentialing Services.

i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record. ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.

iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

III. GENERAL PROVISIONS

A. Fees-for-Service.

i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by MAT0015351 (KRW) 2019-0728
Teach For America in writing.

ii. With respect to each Teacher who is placed and employed by the School District within ten days of the first day of school of the 2019-2020 academic year, and remains employed for ten (10) school days, School District shall pay Teach For America an annual amount of $5,000 for each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence].

iii. Agreed Number of Teachers
   a. Fees shall be determined by the actual number of Teachers hired under this Agreement.
   b. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
   c. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number and after the initial placement of Teachers, School District agrees to pay the agreed upon fees for the additional Teachers.
   d. For the 2019-2020 school year, School District agrees to hire a maximum of 60 teachers if reasonably practical based on Teach For America placement availability and the School Districts available openings. School District agrees to pay Teach for America five thousand and 00/100 ($5,000.00) per teacher each year over the two year period Teach for America teachers are placed with the School District in the amount not to exceed three-hundred thousand and 00/100 ($300,000.00) per year and in the amount not to exceed six hundred thousand and 00/100 total ($600,000.00) for this contract.

   • Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District for a Teacher, provided that in the event of administrative errors both Parties agree to reconcile any errors in amounts. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.
• **Invoicing.** Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or constitute a breach by Teach For America of this Agreement.

• **Term.** The term of this Agreement will cover the 2019 cohort of Teachers for the 2019-2020 and 2020-2021 academic years. This Agreement will expire on July 31, 2021 and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.

• **Termination.** This Agreement may be terminated as follows:
  - at any time by mutual written agreement of the Parties;
  - by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
  - by either Party upon written notice to the 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.

• **Effect of Termination.** Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void and of no effect without liability of any party (or any of its directors, officers, employees, agents, representatives or advisors) to the other parties; provided that no such expiration or termination shall relieve any party of any liability incurred by such party under this Agreement prior to such termination. In the event that this Agreement expires or is terminated by either party, Sections II.B. and II.C. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in School District. Sections III.F., III.G., III.H., and III.I. shall survive the expiration or
termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

- **No Warranty.** School District 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.

- **Mutual Indemnification.**
  - To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and 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 School District 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.
  - Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnitee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnitee.

- **Limitation of Liability.** Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party or any individual or 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;
• **Amendment/Modification.** No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.

• **Non-Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.

• **Counterparts.** This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.

• **Construction.** The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words “include,” “including,” and “such as” in this Agreement should be read to mean “include without limitation.”

• **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Tennessee.

• **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 illegal, unenforceable or invalid 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. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section III.O., then 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.

- **Notices.** Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:

  **If to Teach For America:**  
  Tracy-Elizabeth Clay, Esq.  
  General Counsel  
  300 W. Adams St., Ste. 1000  
  Chicago, IL 60606

  **If to School District:**  
  Office of the General Counsel  
  160 S. Hollywood Street  
  Memphis, TN 38112

*(Signatures on Following Page)*
IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Teach For America, Inc.

By: [Signature]
Name: Athena Palmer
Title: Executive Director
Date: 3/29/2019 | 16:06 PM CDT

Shelby County Board of Education

By: [Signature]
Name: Shante Avant
Title: Board Chair
Date: ______________________

By: [Signature]
Name: Dr. Joris Ray
Title: Interim Superintendent
Date: ______________________

By: [Signature]
Name: Trinette C. Small
Title: Chief of Human Resources
Date: 4/1/2019 | 11:54 AM PDT

Approved as to legal form:

[Signature]
Associate General Counsel

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