



EDUCATOR ACADEMY PARTNERSHIP SCHOOL AGREEMENT

THIS EDUCATOR ACADEMY RESIDENCY PARTNERSHIP SCHOOL AGREEMENT

("Agreement") is entered into as of this ____ day of _____, 2023 ("Effective Date"), by and among THE EDUCATOR ACADEMY, Inc. ("EA") and TURNER UNIFIED SCHOOL DISTRICT, USD NO. 202 ("HOST"), located at 831 S 55th St, Kansas City, KS 66106.

RECITALS

WHEREAS, in furtherance of its mission, EA offers a four-year urban teacher preparation and development program consisting of a 12-month Residency ("Residency Year") followed by a three-year Resident Graduate program ("Graduate Program," together with the Residency Year, the "Program" or "EA Program"), and will recruit, prepare, place, and develop mission-oriented individuals into urban classrooms in the Kansas City metropolitan area for the Residency Year (during which time, referred as a "Resident") who will then participate in the Graduate Program (during which time, referred as a "Graduate"); and

WHEREAS, in furtherance of EA mission, EA desires to assist Residents/Graduates in developing their skills and credentials so as to enable them to become effective teachers while also serving schools in underserved areas in Kansas City, and to also attract and retain effective teachers who have been prepared specifically to teach in urban settings, EA supports the Residency Year in conjunction with AmeriCorps funding, whereby a EA Resident is a contractual member of AmeriCorps pursuant to an AmeriCorps Member Service Agreement ("AmeriCorps Service Agreement"), and thereby required to abide by certain terms and conditions of such membership with AmeriCorps during the Residency Year; and

WHEREAS, in exchange for Residents'/Graduates' commitment to participate in the EA Program, EA is to provide Residents/Graduates, among other things, a stipend for each Resident during the Residency Year, assistance to Resident to pursue an initial teacher's certification through EA, classes and opportunities to participate in a teaching evaluation and development curriculum required by EA, a designated EA-Mentor who works as a teacher at a school designated by Host, and opportunity to teach in an urban Kansas City school designated in partnership by Host and EA for three teaching years during the Graduate Program; and

WHEREAS, Host has expressed a commitment in participating in the EA Program by hosting and mentoring one or more Residents with the intention that each Resident will be employed as a teacher at the school designated by Host for at least one Teaching Year following the Residency Year, and up to three Teaching Years.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the parties agree as follows:



I. TERM AND TERMINATION

A. Term.

1. **Recitals.** The Recitals are material terms to this Agreement and are incorporated herein by reference.

2. **Term Dates.** The initial term of this Agreement shall commence on the Effective Date and shall continue for one (1) year, as a pilot: 2024-2025 (“**Initial Term**”), and thereafter shall renew upon the written agreement of the parties on an annual school year basis, continuing for four (4) consecutive school years from the date the last Resident, as set forth herein, is hosted by Host (each four-year cycle a “**Renewal Term**,” together with the Initial Term, the “**Term**”). The Term shall consist of the following four-year schedule for the Residents and Graduates:

a) An initial twelve-month Residency Year teaching at a EA-approved partnering school (“**Host School**”) from June 7th through June 10th of the following calendar year, pursuant to the terms of this Agreement as may be modified by EA during the Residency Year pursuant to Section VI(F) below; and

b) Three (3) subsequent, consecutive years as a Graduate in the Graduate Program, which includes employment as a teacher with a EA-approved designated school site (“**Partner School**”). Each individual year of the Graduate Program shall be referred to as a “**Teaching Year**,” and collectively referred to as the “**Teaching Years**.”

c) For the avoidance of doubt, in certain instances, a Resident’s Host School can become the Partner School for the Graduate Program. Host Schools, Partner Schools and Host shall be referred collectively as the “**Partners**.”

3. **Acknowledgements.** The parties further agree to and acknowledge the following:

a) This Agreement is not an employment agreement between Resident and EA and in no way creates an employment relationship between the parties.

b) In the event there is a need to extend the length of the Residency Year, the parties shall refer to and abide by Section III(A) of the AmeriCorps Service Agreement.

c) It is expressly understood by the Resident, that while Host School is committed to the goal of employing each Resident for the three Teaching Years following the Residency Year, Host School has no affirmative duty to serve as the Partner School during the Graduate Program or to retain Resident during the Residency Year for any specified period of time, subject to the provisions set forth herein regarding the Fee (as defined below), if applicable, and the Deposit (as defined below).



d) During the Term, Resident/Graduate is subject to all of EA's, Host School's, Partner School's and/or their respective Board's policies and procedures, as may be applicable and amended from time to time in their respective sole discretion, including, but not limited to, provisions in the EA Program Handbook ("**Handbook**") concerning Resident's unsatisfactory performance, dismissal from the EA Program for any reason, issuance of monetary penalties for Program non-compliance and the non-renewal of probationary contracts.

B. **Termination.** Subject to the provisions in this Agreement and the AmeriCorps Service Agreement, if applicable, each party reserves the right to terminate this Agreement with ninety (90) days' advance written notice to the other party during the Residency Year or the Teaching Years. In the event Host should terminate this Agreement prior to the end of the Initial Term or any Renewal Term, Host shall only be entitled to a refund of any Fees (as defined below) and the Deposit (as defined below) it has paid to EA as set forth herein. After termination by any party, EA agrees that it shall remain obligated to permit any Resident who (x) has received credits towards an Initial Teacher Certification, (y) paid all or a portion of the fees set forth herein towards such certification, and (z) is in good standing with EA, to complete such Teacher Certification for the Fees (as defined below), as set forth herein.

1. **Dismissal Basis.** Notwithstanding the foregoing, EA may provide a specific basis for Resident's dismissal from the Program, and in particular for any dismissal of Resident during the Residency Year in accordance with the terms of the AmeriCorps Service Agreement.

2. **Effect of Termination.** Once a party provides the other party a notice of termination of participation in the EA Program, all payments, participation at the Host School/Partner School site(s), participation in certification coursework, and participation in the Master's program associated with the EA Program will cease on a date agreed-upon by the parties, subject to the provisions in the AmeriCorps Service Agreement, but not longer than 90 days after the date of notice of termination. However, even after termination by any party, the University of Missouri-Kansas City ("**University**") agrees that it will work with Resident(s)/Graduate(s) to facilitate completion of a University Master's degree (M.Ed.) in Curriculum and Instructional Leadership that will be inclusive of the credits already attained by Resident(s)/Graduate(s), outside of the EA Master's degree track.

II. RESIDENTS & GRADUATES

A. **General Obligations.** EA and Host each agree that they will perform their respective responsibilities as set forth herein for each Resident and Graduate who are listed on any Resident and Graduate Assignment Addendum ("**Addendum**") that may be executed by the parties and attached hereto from time to time as **Exhibit A** and incorporated herewith (see **Exhibit A** for a sample Addendum). The Addendum shall be subject to the terms of this Agreement and shall serve only as a mechanism to (1) identify the specific Resident(s) and Graduate(s) (or number of Residents and Graduates) who will be a part of the Program, and (2) specify the Residency Year and Teaching Years for each such Resident and Graduate. The Addendum shall not contain any terms that materially alter the parties' obligations to each other hereunder.



B. **Relationship Defined.** Host understands and expressly agrees that any Resident is not an employee of EA. Accordingly, EA is not subject to provisions of state and federal provisions regarding employees with regards to any Resident. This Program is designed to give Residents and Graduates learning opportunities and coaching through EA's Program and the University's graduate program, in addition to possible future employment opportunities through Host.

III. EA RESPONSIBILITIES

A. Non-Financial Support.

1. **EA Representative.** EA's Executive Director will serve as the designated EA primary contact for purposes of this Agreement and shall be responsible for ensuring EA's performance of EA's obligations set forth herein.

2. **EA Obligations.** In support of the Program, for Resident(s) and Graduate(s) placed at Host/Partner School(s), EA will:

a) Assume all administrative tasks associated with its performance of its responsibilities as outlined herein, including but not limited to, the procurement of technology necessary to support EA's staff in performing hereunder, and the execution of contracts with contractors and vendors to provide services and supplies, as may be needed by the Program, in EA's sole discretion;

b) Establish an official EA office at which meetings may be held by and among EA, Partners, and Resident(s)/Graduate(s) in support of the implementation of the Program, and EA shall assume responsibility for all expenses associated with any lease for such office;

c) Fund the Program activities as set forth herein, where EA shall be solely responsible for managing all such funds;

d) Contract with a third party program evaluator and support the work of the evaluator to assess and report on the effectiveness of the Program and EA's implementation of it, whereby EA may in its reasonable discretion provide copies of such evaluation reports to Host upon request;

e) Partner with the National Center for Teacher Residencies, Inc. to develop each element of the Program and to maintain a partnership with other schools in their network ("**Partnership Network**");

f) Compile data regarding retention of Residents and Graduates, at the various Host Schools and Partner Schools, including Host, through the full Term of this Agreement, which may be available to Host upon request, in EA's sole discretion as to form and content;



g) Design and implement an urban education preparation program that leads to an initial teacher certification, and ongoing support that will develop each Resident and Graduate on how to be an effective teacher in urban school settings (the “**EA Curriculum**”) and permit the Resident and Graduate to apply the concepts from the EA Curriculum to the Resident’s teaching activities at the Host School, whereby EA shall have the sole authority to determine the content of the EA Curriculum, but EA will take input from the Partners and the National Center for Teacher Residencies in designing and implementing the EA Curriculum;

h) Design and implement a recruiting program and produce those recruiting materials EA feels are necessary to attract quality candidates, whereby EA shall have the sole responsibility and authority to create the recruitment campaign, but EA will take input from Partners and the National Center for Teacher Residencies in designing and implementing recruiting efforts;

i) Continue to provide each Resident and Graduate with development, training opportunities, and support for their pursuit of a Master’s of Curriculum and Instructional Leadership from the University of Missouri-Kansas City (“**University**”) within the first two years of the EA Program, and where completion of the EA Graduate Program may additionally require a Graduate to take classes from EA as a “**Teacher of Record**”;

j) Establish and communicate to all Partners the requirements for each Resident and Graduate to remain in good standing with EA and report to both University and Host if a Resident or Graduate is no longer in good standing with EA; and

k) If Host is unable to provide employment for a Resident or Graduate by May 1st, EA will use reasonable efforts to find employment for that Resident or Graduate at another school affiliated with the EA Partnership Network.

B. Financial Support.

1. **Operational Expenses.** EA shall be responsible for all administrative expenses associated with its operation of the Program, development and implementation of the EA Curriculum, and EA’s performance of its responsibilities as outlined herein, including, but not limited to: (a) procurement of technology necessary to support EA’s staff in performing hereunder, (b) paying the stipend to Residents as set forth below, and (c) fulfilling contracts with contractors and vendors to provide services and supplies as may be needed by the Program, in EA’s sole discretion.

2. **Residency Stipend.** During the Residency Year, subject to the provisions herein and any other applicable EA agreements with Residents, EA will award Residents a taxable stipend (“**Residency Stipend**”) and make available other benefits to Residents. During the Residency Year, EA will pay Residents the Residency Stipend on the 15th and last day of



the month, subject to Program standards and requirements. During the Teaching Years, Graduate's Partner School will employ Graduates and provide Graduates' their compensation.

IV. HOST RESPONSIBILITIES

A. Non-Financial Support.

1. **Host Representative.** _____ will serve as Host's designated primary contact for purposes of this Agreement and shall be responsible for ensuring Host's performance of Host's obligations set forth herein.

2. **Host Obligations.** During the Term, Host will provide the following Program support to the Resident(s)/Graduate(s) hereunder:

a) If Host is a school district (as opposed to an individual school), Host shall obtain EA's approval of the specific school (Host School) at which any Resident will serve during such Resident's Residency Year and any subsequent Teaching Year (Partner School) as a Graduate.

b) Host agrees to assign each Resident with a qualified "**EA-Mentor Teacher**" from whom Resident is to receive initial certification, as outlined in the EA-Mentor Teacher qualifications in Section IV(A)(3) below.

c) Host shall make appropriate Host personnel available to serve in support of EA during Resident selection, Graduate hiring, and partnership meetings.

d) Host agrees to release Residents in order to be in attendance for all required certification classes during the Residency Year, including EA determined make-up days due to inclement weather, Wednesday evenings, Monday full day, and on the occasional Tuesday full day when a holiday is on a Monday.

e) Host agrees to release EA-Mentor Teachers in order to be in attendance for up to two professional learning opportunities on Resident Seminar Days (typically Monday).

f) Host agrees to support EA-Mentor Teachers in fulfilling expectations of an EA-Mentor Teacher as outlined in a separate agreement between EA-Mentor Teacher and EA ("**EA-Mentor Teacher Agreement**").

g) Host shall make all reasonable efforts to allow Residents to participate in any necessary programming provided or requested by EA to support the preparation to take and pass the necessary certification requirements.



- h) Host agrees to support Residents in the completion of required evaluations as part of certification requirements at the Host School.
- i) Host agrees to support Residents' and Graduates' continued development and growth by allowing them to participate in videotaping, photographing, filming, recording or other permanent preservation of Residents' or Graduates' teaching methodologies or strategies in the classroom setting.
- j) Host will provide each Resident with the appropriate technology, and necessary materials required for optimal classroom performance during the Residency Year.
- k) Host agrees to meet with EA staff once a quarter to review Resident and Graduate performance, including, but not limited to, progress towards initial certification, classroom instructional improvement and growth as a Resident or Teacher of Record.
- l) Host agrees to make EA aware of any performance concerns regarding a Graduate as soon as possible, and collaborate with EA in establishing a support plan for the Graduate.
- m) Host agrees to inform EA in advance of any decision to terminate or non-renew a Graduate from the Graduate Program.
- n) Host will support, as needed (but not assume responsibility for), EA's fundraising opportunities and efforts to help secure financial support for the Program.
- o) Host will support EA's resident recruiting efforts by promoting the availability of the Program and Host's participation in the Program on its web sites, relevant publications, through its human resources offices and reasonable public relations activities. Host will also provide criteria to aid EA in its recruitment efforts to enable EA to attract resident candidates that will meet the needs of Host. Host agrees to support EA recruitment efforts by sending an appropriate representative to participate as a rater at each of EA's Selection Day events.
- p) Host agrees that EA may use Host's name and logo to acknowledge Host's participation in the Program in public discussions and printed or electronic Program promotional materials for the Program.
- q) Host agrees to provide data for evaluation and for research efforts that EA may undertake for the Program with the goal of making the Program as effective as possible in the development of teachers trained to serve urban schools. Host also agrees to make annual data on student achievement, student attendance,



teacher attendance, school-level and other relevant data, available to EA and/or its Program evaluators as needed for reporting on the Program to funders and EA's Board of Directors. The specific data to be provided will be mutually agreed upon by the parties, but any individual student data provided to EA shall be subject to the provisions of Section V(D) below.

r) Host agrees to provide reasonable access for EA instructional coaches to continue ongoing support of program graduates, even in the event of the pilot not being renewed into a full agreement.

3. **EA-Mentor Teachers.** Host shall actively collaborate with EA in building a pool of qualified EA-Mentor Teachers to develop Residents placed in their classrooms. EA-Mentor Teacher qualifications include:

- a) Holds a Kansas certificate for the grade in which he/she would be mentoring;
- b) Has at least three (3) years' teaching experience, and at least one (1) year of experience at the Host School;
- c) Models highly effective instruction;
- d) Is willing and able to unpack his/her instructional moves and decisions;
- e) Is willing and able to provide regular affirming and adjusting feedback to the Resident;
- f) Has a desire to be developed as a EA-Mentor Teacher;
- g) Agrees to fully participate in the Program in support of the Resident placed at Host School;
- h) Has the necessary planning and professional development time that the Program requires;
- i) Is available to meet with EA staff up to weekly in support of Resident development; and
- j) Will enter into a EA-Mentor Teacher Agreement with EA.

B. **Financial Support.**



1. **Resident Fees.** Host shall pay a fee of \$15,000 to EA for each Resident listed in the Addendum, as may be amended from time to time (“Fees”). EA shall invoice Host for such Fees no later than the October 1st of the start of a Residency Year for any Resident identified in the Addendum. Host shall pay the invoice within thirty (30) days of its receipt of an invoice.

a) If a Resident terminates his/her Residency from the assigned Host School or the EA Program, or Host terminates this Agreement for any reason, the Host shall be entitled to a refund of the Fees according the schedule below for each Resident as of the effective date of termination:

Date of Termination	Host Refund Amount	EA’s Retained Amount
After October 1 of Residency Year	\$7,500.00	\$7,500.00
After November 1 of Residency Year	\$6,250.00	\$8,750.00
After December 1 of Residency Year	\$5,000.00	\$10,000.00
After January 1 of Residency Year	\$3,750.00	\$11,250.00
After February 1 of Residency Year	\$2,500.00	\$ 12,500,00
After March 1 of Residency Year	\$0	\$15,000 (Full Amount)

b) At the end of the Residency Year and each subsequent Teaching Year, Host agrees to use its best efforts to provide each Graduate a full-time position and to cover all salary and benefits associated with such position at Host for the following year, as identified in the Addendum, subject to (1) Graduate being in good standing with EA, (2) Graduate achieving an initial teacher certification and/or provisional teacher certification, and (3) Host’s employment policies with which Resident will be required to comply. Host shall notify EA no later than the May 1st prior to a given Teaching Year if Host will be unable to provide employment for a Graduate during the subsequent Teaching Year, at which time, EA will work to place the Graduate with another EA partner.

V. CONFIDENTIAL INFORMATION; STUDENT RECORDS.

A. **EA Confidential Information.** EA is dedicated to safeguarding and maintaining the confidentiality of certain private and proprietary information related to EA’s operations. During the Term, Host agrees to maintain the confidentiality of Confidential Information (as defined below) and will only use such information as permitted herein. “**Confidential Information**” includes all EA information that is personally identifiable, non-public, and/or proprietary, including, but not limited to, the following: (1) Social Security numbers, phone numbers, or similar identification codes or numbers that Resident/Graduate comes into contact with through participation in the EA Program; (2) information regarding EA’s coursework, curriculum, clinical curriculum, teaching methods, or assessments; and (3) any information regarding EA’s plans, proposals, marketing, services, pricing, representatives, technology, or finances. Confidential Information may be paper-based, electronic, or



stored or transmitted in some other form; and may include information that is shared verbally with the Host. EA providing Host access to Confidential Information does not imply EA's approval for Host to disclose it outside of EA or the EA Program. Host shall not download or extract Confidential Information to any removable storage such as compact discs or USB flash discs, nor shall Host transport or transmit Confidential Information off-site or to any non-authorized person, computer system, or entity without the express prior approval of the EA Executive Director. Upon the termination of this Agreement, or upon the written request by EA, Host shall return all Confidential Information to EA.

B. EA'S Intellectual Property. EA's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of EA and all the rights thereto are and shall remain the sole and exclusive property of EA. Any and all work product or intellectual property developed by or incorporated into the EA Curriculum, including, but not limited to, any and all curriculum that is developed for EA's approved Missouri State Department of Education certification programs, and qualify for twelve graduate level hours towards a Master's degree, shall be solely owned by EA and the other parties shall have no claim of ownership to such materials. Likewise, all work product developed by or resulting from input from Partners shall be considered the intellectual property of EA and shall be solely owned by EA.

C. Host's Intellectual Property. Host's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of Host and all the rights thereto are and shall remain the sole and exclusive property of Host. Notwithstanding the foregoing, Host agrees to EA's usage of Host's name and logos as set forth herein.

D. Student Data. Host will be required to sign the FERPA Non-Disclosure/Confidentiality Agreement, attached hereto as **Exhibit B** and incorporated herewith, prior to beginning Resident's/Graduate's assignment with Host/Partner School, and will be prohibited from disclosing any personally identifiable student information obtained or collected by Resident/Graduate during Resident's/Graduate's assignment with Host/Partner School in accordance with 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**"). During the Term of this Agreement, EA will be providing Host with certain professional development services with the goal of attracting quality teachers that are prepared to serve Host's to serve its students. To facilitate the reporting and Program evaluation provisions of this Agreement, Host may disclose to EA student-related records and personally identifiable information contained in such records (collectively, "**Student Records**"). Pursuant to its obligations under the FERPA, Host hereby acknowledges that, in the course of providing the professional development services, EA is a school official with legitimate educational interests in the Student Records disclosed to EA. EA agrees to use, maintain the Student Records in confidence, and re-disclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, EA 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 Host or by law, and will use Student Records disclosed by the Host only for the purposes for which such disclosure was made. Host acknowledges that EA may re-disclose Student Records to third parties pursuant to EA's provision of



the professional development services and evaluation of the Program, as provided in 34 C.F.R. § 99.33(b), provided that EA shall, in at least three (3) days in advance of doing so, provide to Host the names of such parties and a brief description of such parties' legitimate educational or research interest in receiving such information. Pursuant to 34 CFR § 99.7(a)(3)(iii), Host shall include, in its annual notification of rights under FERPA, criteria that qualify EA, in its capacity as a provider of professional development services, as a school official with a legitimate educational interest. At no time shall EA obtain ownership over any Student Records and ownership shall remain with Host.

E. **Non-Disparagement.** Upon termination of this Agreement, Host will not make any oral or written communication to any person or entity that disparages, or has the effect of damaging the reputation of, or otherwise working in any way to the detriment of, the EA Program and EA, including, without limitation, its staff and management. Nothing in this Section shall prevent Host from giving truthful testimony or information to law enforcement entities, administrative agencies, or courts or in any other legal proceedings as required by law, including, but not limited to, assisting in an investigation or proceeding brought by any governmental or regulatory body.

VI. MISCELLANEOUS

A. **Non-Assignment.** During the Term of this Agreement, the parties agree that they shall not assign, transfer or sell the rights provided for under it without prior written consent of the other party.

B. **Severability.** If any provision herein is found to be in conflict with any Kansas law or regulation, it is the intention of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

C. **Governing Law.** This Agreement shall be governed and interpreted in all respects according to the laws of the State of Kansas, without giving effect to the conflicts of law principles of such state. Wyandotte County, Kansas, shall be the exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought or arise out of, in connection with, or by reason of this Agreement, and Resident hereby irrevocably waives any and all objections to personal jurisdiction, venue or convenience in the aforementioned courts.

D. **Notices.** All notices, demands, or communications required or permitted under this Agreement shall be given in writing and shall be delivered to the party to whom notice is to be given either (1) by personal delivery (in which cases such notice shall be deemed given on the date of delivery), (2) by next business day courier service (e.g., Federal Express, UPS, or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service), or (3) by United States mail, first class, postage prepaid, certified, return receipt requested (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service).

E. **Modification.** This Agreement may be modified, amended or changed only upon the execution of a written modification document signed by both parties. Notwithstanding the foregoing, EA shall have the exclusive right to amend this Agreement, without Host's consent, as may be required



pursuant to the terms of any agreement EA has entered into with AmeriCorps governing the Residency Year or any AmeriCorps Service Agreement for any Resident covered hereunder.

F. **Entire Agreement.** This Agreement, any agreements referenced herein to the extent applicable to the subject matter hereof, and any exhibits attached hereto contain the entire agreement between the parties hereto, superseding all other representations, inducements, or promises, or agreements between them, oral or otherwise, prior or contemporaneous.

G. **Survivability.** All of the provisions of this Agreement that require or contemplate performance by either party following the termination of this Agreement shall survive any such termination for any reason.

H. **Contractual Provisions Attachment.** The “Provisions” found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

[The remainder of this page is intentionally blank; signature page follows.]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple original counterparts, all as of the day and year first above written.

THE EDUCATOR ACADEMY, INC.

TURNER UNIFIED SCHOOL DISTRICT, USD NO. 202

Signature

Signature

Charles King, Chief Executive Officer

Name/Title

Date

Date

EXHIBIT A

RESIDENT & RESIDENT GRADUATE ASSIGNMENT ADDENDUM

THIS RESIDENT AND RESIDENT GRADUATE ASSIGNMENT ADDENDUM (“**Addendum**”) shall be effective as of _____, 2023 (“**Effective Date**”), shall be attached as **Exhibit A** to the Educator Academy Residency Partner School Agreement, by and among THE EDUCATOR ACADEMY, Inc. (“**EA**”) and TURNER UNIFIED SCHOOL DISTRICT, USD NO. 202 (“**Host**”), dated _____, 2023 (“**Agreement**”) as of such date, and identifies those individuals who will serve as Resident(s) and/or Graduate(s) as set forth in the Agreement. The parties’ obligations with respect to Resident(s)/Graduate(s) referenced herein are set forth in the Agreement.

1. **Residents.** Host agrees to host _____ Resident(s), the names of the Residents and for which school term(s) and dates are identified in **Table 1-A** below. Host acknowledges that the Residency Year of the EA Program is an AmeriCorps program and Residents are AmeriCorps members. As such, Residents are prohibited from participating in the following activities while wearing the AmeriCorps logo and accruing service hours:

- 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. A 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 1(g) above, unless CNCS assistance is not used to support those religious activities;
 - i) Conducting a voter registration drive or using Corporation for National and Community Service (“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.

2. **Resident Graduates.** Host agrees to employ _____ Graduate(s), the names of the Graduates and for which school term(s) and dates are identified in **Table 2-A** below.

3. **Resident and Graduate Hiring.** Host agrees to follow hiring policies for Residents and Graduates outlined in the Agreement. Host additionally agrees (a) to only hire Residents and Graduates into core content areas (*i.e.*, ELA, Math, Science, Social Studies) unless agreed upon in advance by EA and Host; (b) to communicate with EA in advance of offering contracts to any Resident or Graduate not trained by or currently employed by Host; and (c) to limit hiring interactions with (i) Residents placed within their site or district, and (ii) Residents who have already been released by their training site.

4. **Term.** The term for this Addendum shall begin on the Effective Date and remain in effect through the _____ academic year(s).

5. **Resident Fees.** Host agrees to pay the Fees of \$_____ to EA within 30 days upon Host’s receipt of EA’s invoice based on the number of Residents identified below, as set forth in the Agreement.

6. **Governing Terms.** Capitalized terms herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this Addendum and the Agreement, the parties agree that the terms of the Agreement shall prevail and supersede the conflicting term.

Attach additional sheets, as needed, in completing the Table:

TABLE 1-A: RESIDENTS			
Name	Intended Cert Area	School Term(s)	Dates
1			
2			
3			
TABLE 2-A: GRADUATES			
Name	Current Cert Area	School Term(s)	Dates
1			
2			
3			



THE EDUCATOR ACADEMY, INC.

TURNER UNIFIED SCHOOL DISTRICT, USD NO. 202

Signature

Signature

Charles King, Chief Executive Officer

Name/Title

Date

Date

EXHIBIT B

DATA SHARING AGREEMENT FOR EA

Data Sharing for EA Formative Impact

THIS DATA SHARING AGREEMENT FOR EA IMPACT (“**Data Sharing Agreement**”) shall be effective as of _____, 2023 (“**Effective Date**”), shall be attached as **Exhibit B** to the Educator Academy Residency Partner School Agreement, by and among THE EDUCATOR ACADEMY, Inc. (“**EA**”) and TURNER UNIFIED SCHOOL DISTRICT, USD NO. 202 (“**Host**”), dated _____, 2023 (“**Agreement**”) as of such date, and identifies those individuals who will serve as Residents and/or Graduates as set forth in the Agreement. The parties’ obligations with respect to Resident(s)/Graduate(s) referenced herein are set forth in the Agreement.

1. **Purpose.** As of the Effective Date, this Data Sharing Agreement covers EA’s collection, use and evaluation of data gathered from Host (“**Data**”) in order to allow EA, as an Authorized Representative (as defined below), and its Authorized Users (as defined below) (collectively, “**EA**”) to evaluate the efficacy of its Residency Program.

2. **Term.** The term for this Data Sharing Agreement shall be four (4) years from the Effective Date (“**Initial Term**”). After the Initial Term, the parties may agree to an annual renewal and extension of this Data Sharing Agreement in writing signed by authorized representatives for both parties (the Initial Term with each renewal, if any, collectively, the “**Term**”). The extension shall be effective for one year from the date upon which both parties have signed the extension.

3. **Termination.**

a) Termination Due to Lack of Funds or Material Alteration of any Pertinent or Enabling Statute. Notwithstanding any other provision of this Data Sharing Agreement, if funds anticipated for the fulfillment of this Data Sharing Agreement are at any time not forthcoming or are insufficient, through any budget reductions, failure of the state or federal legislator to appropriate funds, or the discontinuance or material alteration of the EA under which funds were provided, then the participating organizations shall have the right to modify, by mutual agreement in writing, the terms set forth herein, or to terminate this Data Sharing Agreement without penalty by giving not less than thirty (30) days’ written notice.

b) Termination for Default. A party shall be in default if the party materially breaches a term of this Data Sharing Agreement and fails to cure such breach within ten (10) days following the receipt of written notice from the non-defaulting party specifying such breach; provided, that if the defaulting party has commenced actions to reasonably cure such breach within the ten-day period, the defaulting party shall have all reasonable and necessary time to complete such cure if done so in a diligent manner. If the defaulting party fails to cure the breach, the non-defaulting party shall be entitled to terminate this Data Sharing Agreement by issuing written notice to the other party, which notice shall specify a date, not less than thirty (30) days after the date of the notice, upon which termination shall be effective.



4. **Authorized Representative.** Host hereby designates EA as an Authorized Representative of Host consistent with applicable federal and state laws concerning the confidentiality of student record information including FERPA (see Paragraph 8, “FERPA Statement,” below). As such, EA is responsible for maintaining the confidentiality and security of all PII received from Host. EA will limit access to PII (as defined below) to Authorized Users only.

5. **Responsibilities of EA.**

a) Use of Data. EA will use the Data only as set forth in this Data Sharing Agreement and in no other manner.

b) Disclosure of Data. Unless required by law, EA will not share the Data with any third party without prior written approval from Host.

c) Data Storage and Safeguarding. EA shall be responsible for storing, securing and safeguarding the Data so as to remain compliant with all applicable laws.

d) Compliance with Law. EA and its use of the Data shall at all times comply with the federal Family Educational Rights and Privacy Act (“**FERPA**”), 20 U.S.C. §1232g, its implementing regulations, 34 CFR Part 99, and any amendments to that law or regulations and any other applicable federal, state or local laws or regulations.

e) Authorized Users. EA shall require Authorized Users to follow all requirements set forth herein for EA.

6. **Data Collected.** The following Data points will be provided by Host to EA:

- a) State Assessment Data. Kansas Assessment Program (KAP).
- b) Normative National Assessment Data. NWEA, ANET, iReady, etc.
- c) Host Benchmark Assessment Data.
- d) Host Academic Grade Data (by Semester).
- e) Student Investment Surveys through Panorama Student Survey.

7. **Data Collection Process.** Data will be collected through online survey tools administered by EA and secure file transfers when needed on a quarterly basis.

8. **FERPA Statement.** FERPA regulates the disclosure of education records so that personally identifiable information from education records (“**PII**”) cannot be disclosed without written consent unless the disclosure falls under an allowable exception as defined under 34 CRF § 99.31. Allowable exceptions include, but are not limited to, disclosures for the purpose of conducting studies for, or on behalf of schools, school districts, or postsecondary institutions (see Studies Exception 20 U.S.C. §1232g(b)(1)(F) and §99.31(a)(6)). Studies can be for the purpose of developing, validating or administering predictive tests, administering student aid programs, or improving instruction. Allowable exceptions also include disclosures to an Authorized Representative (as defined below) for the purpose of auditing or evaluating a federal or state supported Education Programs (as defined below) or to enforce or comply with federal legal requirements that are related to those Education



Programs. (See Audit or Evaluation Exception 20 U.S.C. 1232g(b)(1)(C), (b)(3), and (b)(5) and §§99.31(a)(3) and 99.35).

9. **Definitions.** Capitalized terms herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this Data Sharing Agreement and the Agreement, the parties agree that the terms of the Agreement shall prevail and supersede the conflicting term.

a) **“Authorized Representative”** means any entity or individual designated by a state or local educational authority or an agency headed by an official to conduct, with respect to federal or state supported Education Programs, any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs (as defined in §99.3 of FERPA).

b) **“Authorized Users”** means those individuals and entities that are authorized to access the Data for the purposes of this Exhibit. Authorized Users are limited to the following: (i) Residents of the EA program; (ii) EA’s Executive Director or his/her designees; (iii) EA’s contractors or subcontractors, but only upon the express written consent of Host.

c) **“Education Program(s)”** means programs that are principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is directly administered by an educational agency or institution (as defined in §99.3 of FERPA).

d) **“Personally Identifiable Information”** or **“PII”** means information from education records that can be used to distinguish or trace an individual’s identity. Under FERPA (34 CFR § 99.3), PII includes but is not limited to: (i) student’s name; (ii) name of the student’s parent or other family member; (iii) address of the student or student’s family; (iv) personal identifiers, such as the student’s social security number, student number or biometric record; (v) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (vi) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (vii) information requested by a person who the education agency reasonably believes knows the identity of the student to whom the education record relates.

THE EDUCATOR ACADEMY, INC.

TURNER UNIFIED SCHOOL DISTRICT, USD NO. 202

Signature

Signature

Charles King, Chief Executive Officer

Name/Title



Date

Date

CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in this Contractual Provisions Attachment (Form DA-146a, Rev. 06-12) (this "Attachment"), which is attached to the Educator Academy Residency Partnership School Agreement (referred herein as the "contract"), are hereby incorporated in the contract and made a part thereof.

The parties agree that the following Provisions in this Attachment are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being entered into with the The Educator Academy, Inc. ("EA" or the "contractor") on the ____ day of _____, 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this Attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this Attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the State of Kansas' ("State") Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges thereunder, State may terminate the contract at the end of State's current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of the contract will be given effect that attempts to require State or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of State is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees, to the extent applicable: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of the contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** The contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of the contract shall find that State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, State and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to State or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing the contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute the contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** State and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of the contract.



10. **Insurance:** State and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to the contract, nor shall the contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of the contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to the contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through the contract shall be used to influence or attempt to influence an officer or employee of any State agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.