

## EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This Educational Professional Services Agreement ("Agreement"), effective as of March\_\_\_\_ 2009, is entered into by and between Teach For America, Inc. ("Teach For America"), a not-for-profit corporation incorporated under the laws of the State of Connecticut and headquartered at 315 W. 36<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10018 and Miami-Dade County Public Schools ("School District").

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. School District 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.

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

### I. TEACHER CANDIDATE SELECTION AND PLACEMENT

- A. Candidate Recruitment and Selection. Teach For America shall recruit, select for participation in the Teach For America program, and present to the School District for hire, teacher candidates from a broad range of academic majors who meet applicable state and/or local requirements for teacher licensure (hereinafter referred to as "Teachers"). Teach For America shall use reasonable efforts to recruit diverse Teacher candidates. In connection with the foregoing, Teach For America shall not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates. Prior to entering the classroom, all Teacher candidates will undergo pre-service training designed and delivered by Teach For America.
- B. Highly Qualified Status. Teach For America shall require that all teacher candidates presented to School District for hire pursuant to this Agreement meet the "highly qualified" teacher requirements set forth in the federal No Child Left Behind Act and

applicable state regulations' (the "Requirements"); provided, that said obligation is limited to meeting the Requirements in effect at the time that the Teacher candidate is hired by School District and will not require additional action on the part of Teach For America in the event that the relevant Requirements are amended or otherwise modified after the hire date of a particular cohort of Teachers; and provided, further, that this provision will not apply in the event that the parties mutually agree that School District will hire an individual Teacher on an "emergency" credential as set forth in Section I.E of this Agreement. In such an event, the parties will agree on a reasonable period of time for the individual Teacher to obtain the appropriate license/certification and take whatever additional steps are reasonably necessary to meet the applicable Requirements.

- C. Hiring Commitment. School District hereby agrees to hire the Agreed Number of Teachers (as defined in Section I.D below) made available by Teach For America who meets district employment eligibility criteria, including passing of all required content and pedagogical standardized tests and required criminal record background checks; provided, that School District shall not be obligated to hire more than the Agreed Number of Teachers in a single academic year; provided, further, that the parties may revisit the Agreed Number at any time during an academic year and may amend the Agreed Number of Teachers to be hired in a particular year by mutual agreement in writing; and provided, further, that while Teach For America shall use reasonable efforts to supply the Agreed Number of Teachers for each academic year, Teach For America cannot and does not guarantee its ability to do so and shall not be subject to liability to School District if it is unable to do so. School District and Teach For America will determine the Agreed Number of Teachers at a mutually agreed upon point in time during the recruitment season. Whether or not Teach For America is able to supply the Agreed Number of Teacher candidates, School District shall hire every Teacher candidate provided by Teach For America, up to and including the Agreed Number, who meets the Requirements and district employment eligibility criteria. School District commits to hiring these Teachers as the full-time classroom teacher of record.

D. Agreed Number. The School District agrees to hire (to the extent provided by Teach For America), and Teach For America shall use reasonable efforts to supply School District with, the following number of Teachers for the academic year of this Agreement and subsequent renewal years (the "Agreed Number"):

2009-2010	Minimum of 50 and up to 65 new teachers
2010-2011	Minimum of 50 and up to 100 new teachers
2011-2012	Minimum of 50 and up to 150 new teachers

- i. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number set forth above, this number of Teachers will constitute the Agreed Number for purposes of determining fees as set forth in Section III.A. The failure of Teach For America to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purposes, including, but not limited to, the right to terminate pursuant to Section IV.B.iii. Each cohort of Teachers hired pursuant to this clause are in addition to Teachers from prior cohorts hired by the School District and who are returning for their second year of employment as set forth in Section I.E below.
- ii. Teach For America and School District shall collaborate for each year of this Agreement so that, to the extent reasonably possible, Teach For America is able to supply for employment by School District Teachers possessing specific grade level and/or subject matter expertise, provided that the failure of Teach For America, after exercise of reasonable efforts, to meet the desired grade level and/or subject matter allocations proposed by School District, will not in any respect limit the obligation of School District to hire the Agreed Number of Teachers pursuant to Section I.D.i. Assuming open positions, the school District shall hire Teachers across the full range of grade levels and subject matters offered by Teach For America, and may not limit its request to Teachers credentialed in "critical" or "shortage" subjects or grade levels.

- E. Cohort Retention. In addition to the Teachers hired each year pursuant to Section I.D of this Agreement, School District further agrees to retain those Teachers hired in previous cohorts who return for their second year of teaching provided that said Teachers are otherwise in good standing with the School District. School District shall use reasonable best efforts to enable Teachers to teach in the same school for the duration of their two-year commitment.
- F. Hiring Process. School District and Teach For America hereby agree to collaborate in good faith to facilitate the efficient hiring of individual Teacher candidates, including, to the extent permissible and feasible, the use of specialized hiring practices such as hiring fairs and telephone interviews. School District commits to hiring Teachers in good faith as they are completing the process for obtaining a Temporary Three-Year Certificate. Teach For America and School District further agree to collaborate in identifying a set of feeder pattern partner schools. School District will work with Teach For America to identify partner school matches in which Teach For America teachers will be clustered in order to maximize their impact. Clustering teachers includes placing a minimum of 2 teachers in the same school and as much as 10 teachers or more in the same partner school, where possible. To the extent possible, these partner schools will qualify as partner schools under Teach For America's placement criteria.
- G. Timing of Employment. School District shall use its reasonable best efforts to place Teachers by May 30th of each year, to enable Teach For America to tailor the training provided at the summer institute to match the grade level and subject matter assignment of each Teacher of this Agreement provided that in no event shall the Agreed Number of Teachers be hired later than the first day that all teachers are required to report to their assigned school for the start of the academic year. If School District is not able to hire every Teacher by the start of the academic year, School District shall hire Teacher candidates in an interim capacity as paid substitute teachers, until such time as School District can secure permanent employment as a full-time classroom teacher of record. School District shall use its reasonable best efforts to secure permanent employment for such Teachers in an expedited manner.

- H. Duration of Employment. School District shall hire each Teacher annually for a minimum of two years of employment, provided that the Teacher remains an employee in good standing. Notwithstanding the foregoing, School District may continue to employ individual Teachers beyond the two year commitment by mutual agreement between School District and such Teacher. The obligation of School District set forth in the first sentence of this Section shall survive any termination of this Agreement as set forth in Section IV.B. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use its reasonable best effort not to terminate any 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 (i) not discriminate against or otherwise treat in a disproportionate and adverse manner Teachers in selecting those Teachers or their respective positions for termination; (ii) treat any Teacher whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights; and (iii) use reasonable best efforts to re-instate or re-hire any Teacher who has lost his/her teaching position for reasons other than job performance to a comparable or suitable teaching position as soon as such position becomes available and in the interim shall place said Teachers in appropriate temporary teaching positions such as substitute teacher positions, contingent upon the School District's Financial Status as described in Section IV.E.
- I. 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.
- J. Employment Status. Every Teacher employed by School District pursuant to this Agreement shall be a full employee of School District with all of the rights,

responsibilities and legal protections attendant to that status. None of the provisions of this Agreement shall be construed to authorize or empower Teach For America to interfere in the employment relationship between School District and Teacher or to legally function as the representative of any Teacher absent the express agreement among the parties and such Teacher that Teach For America may operate in such capacity. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher. Teach For America is not and will not be or be deemed to be a party to any employment agreement between the School District and the Teacher and School District shall ensure that Teach For America is not involved in or implicated in any manner in any disciplinary proceedings or other employment dispute between any Teacher and the School District.

- K. School District Certification on Candidate Background Checks. School District hereby represents and warrants that, prior to being hired by School District, all Teacher candidates shall have undergone every background check required under applicable state law. School District shall maintain a true and complete copy of such background checks in its personnel files for each Teacher hired by School District.
- L. Background Screening Requirements. In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 as amended from time to time Teach For America agrees that, if Teach For America receives remuneration for services, Teach For America and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County. Additionally, Teach For America agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules. Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and

criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute. A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Teach For America will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present. Teach For America agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Teach For America agrees to require all its affected employees to sign a statement, as a condition of employment with Teach For America in relation to performance under this Contract, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Teach For America of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Teach For America agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Teach For America agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Teach For America further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Teach For America to notify the Board of such arrest or conviction within 48 hours of being put on

notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board. The parties further agree that failure by Teach For America to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

M. AmeriCorps Compliance/Employment Records Access. As a grantee of the AmeriCorps program, Teach For America is subject to periodic audits by the Inspector General of the Corporation for National and Community Service ("CNCS"), the public agency which administers the AmeriCorps program, to determine Teach For America compliance with grant requirements and applicable federal laws and regulations. CNCS requires access to School District employee files in order to effectively assess Teach For America compliance. Therefore, School District shall, upon receipt of a written inspection request, permit the Inspector General of CNCS to review the results of any criminal background checks conducted on any individual Teacher that School District maintains in its personnel files. CNCS inspections will be limited exclusively to background check documentation and School District will not be subject to any adverse consequences from Teach For America or Teach for America corps members for cooperating with an inspection request or for any outcomes that result from such an inspection.

## II. PROFESSIONAL DEVELOPMENT SERVICES

A. Professional Development Services. 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, 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. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson 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. Said services may be provided on a more limited basis for Teachers in their third year in the classroom and beyond at the sole discretion of Teach For America.

B. Credentialing Services. 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. School District shall cooperate in good faith with Teach For America in ensuring that individual Teachers meet all applicable credential requirements and shall promptly report to Teach For America any changes in state requirements or the credential status of individual Teachers. Notwithstanding the above, individual Teachers are responsible for completing all credential requirements such as passage of required standardized tests, remaining in good standing with the alternative certification/licensure program, and paying any costs associated with acquiring and maintaining the appropriate teaching credential, including required coursework through an alternative licensure program. 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. School District will make reasonable efforts to collaborate with Teach For America in making available to Teach For America teacher resources such as test item banks and curricula to support Teachers in their use of these resources. Moreover, School District agrees make reasonable efforts to collaborate with Teach For America in gathering student achievement data, including potentially a study conducted by a third party.

C. Confidentiality of Student Records. Teach For America understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. Teach For America further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"). Teach For America shall regard all student information as confidential and will not disclose the student information to any third party. In the event that any information other than the identification number of a student is inadvertently provided to Teach For America, it is agreed that Teach For America will not disclose personally identifiable information regarding a student to any third party.

- D. NWEA Assessment Authorization. School District hereby acknowledges that to facilitate the provision of the professional development services set forth above Teach For America has contracted with the Northwest Evaluation Association (NWEA) to administer an assessment to the students of participating Teachers twice yearly (if parental consent has been obtained). Teach For America uses the data from these tests to assist individual teachers in their professional development, specifically Teach For America uses the data from these tests to assist individual teachers in developing effective yearlong instructional plans and to assess the overall efficacy of Teach For America professional development services. Said assessments are a tool that Teach For America would otherwise provide for itself as part of the service that School District has contracted Teach For America to provide and Teach For America must seek outside assistance to administer and analyze said assessments. Each year of his Agreement, School District and Teach For America will mutually determine the benefits of administering the NWEA assessment to participating Teachers.
- E. FCAT Authorization. School District hereby agrees to provide Teach For America with aggregate, non-personally identifiable FCAT assessment data for each student taught by a Teach For America Teacher.
- F. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

### III. FEES; FINANCIAL OBLIGATIONS

- A. Fees. School District shall pay Teach For America upon the hiring of a Teacher an annual fee per Teacher as follows:
- i. With respect to each Teacher whose employment by School District commences in the 2009-2010 academic year, School District shall pay Teach For America the

amount of \$1,650 for each year in which such Teacher is employed by School District, up to two years;

- ii. With respect to each Teacher whose employment by School District commences in the 2010-2011 academic year, School District shall pay Teach For America the annual amount of \$1,650 for each year in which such Teacher is employed by School District, up to two years; and,
  - iii. With respect to each Teacher whose employment by School District commences in the 2011-2012 academic year, School District shall pay Teach For America an annual amount of \$1,650 for each year in which such Teacher is employed, up to two years.
- B. Refund. Teach For America will only be obligated to refund to the School District those amounts prepaid for teachers who do not work for the District due to the Teacher's inability to meet the District's qualifications.
- C. Invoicing. Teach For America shall invoice School District twice yearly for all amounts due hereunder with respect to any academic year. The first invoice will be submitted by September 30th of each year and will be for 50% of all fees owed hereunder for each Teacher placed at the start of the academic year. The second invoice will be submitted by March 30th of each year and will be for the remaining 50% of fees owed hereunder less any expenses for Teachers that are no longer in the classroom.
- D. Payment Breach. If School District fails to pay Teach For America in full for any amount invoiced pursuant to Section III.C. (any such unpaid amount, the "Unpaid Amount") within thirty (30) days following the date of the applicable invoice, Teach For America may, in addition to any other remedy available to it hereunder (including its right to terminate this Agreement pursuant to Section IV.B, it being understood that such failure to pay shall constitute a "material breach" for purposes of Section IV.B.iii), deliver to School District not later than thirty (30) days prior to the beginning of the next succeeding academic year a notice (the "Suspension Notice") stating Teach For

America's intention to suspend its obligation to present Teacher candidates to School District for employment by School District in such next succeeding academic year. Upon delivery of the Suspension Notice, Teach For America shall have no obligation hereunder to present Teacher candidates to School District for employment by School District in such succeeding academic year, but all other obligations of the parties hereunder (including the obligation of School District to pay any Unpaid Amount) shall remain in full force and effect.

#### IV. GENERAL PROVISIONS

- A. Term. "The term of this Agreement shall be for a period of one (1) year and shall cover the incoming 2009-2010 cohort of teachers. Upon the receipt of a satisfactory evaluation as determined by the School Board, this agreement may be renewed annually for up to two consecutive one-year periods at the terms set forth herein, as agreed upon in writing by both parties."
- B. 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, provided that the terminating party shall provide notice of intention to terminate no later than 120 days from the end of the current academic year; or
  - iii. by either 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.
  - iv. by the School Board in accordance with Section IV.E.

- v. Should the Agreement be terminated due to a breach by Teach For America, the School District shall owe no additional funds

C. Effect of Termination. Except as otherwise specifically provided in this Agreement, if this Agreement is terminated by either party pursuant to Section IV.B, this Agreement 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 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 is terminated by either party, Sections I.H, I.I, II.C and II.D shall survive said termination and will remain in effect until such time as there are no Teachers in their second year of employment in School District. In addition, Sections I.K, I.L, III.D, IV.C, IV.D, IV.E, IV.F and IV.G shall survive the termination of this Agreement indefinitely.

D. Certain Payments.

- i. If School District fails to hire a Teacher, who meets all of the District's qualifications, by the start of the school year and does not otherwise employ the Teacher as set forth in Section I.G, School District shall pay to Teach For America, as liquidated damages and not as a penalty, a fee of \$100 per day for each day School District fails to hire the Teacher into a full-time teaching position, provided that the failure to hire was not caused by the financial difficulties as described in Section IV.E.
- ii. If School District terminates this Agreement with respect to any upcoming academic year after February 1 of the academic year immediately proceeding the academic year for which the Agreement is being terminated, School District shall pay to Teach For America, as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the gross fees that would have been payable to Teach For America during the prior year, provided that termination was not caused by financial difficulties as described in Section IV.E.

School District shall pay any amounts due to Teach For America pursuant to this Section IV.D within 30 days following receipt of Teach For America's request therefore, which request must set forth in reasonable detail a calculation of the amount requested.

- E. District Financial Status. Should the School Board encounter financial difficulties as specifically caused by a decrease in revenue or a declaration of "financial urgency" or "financial emergency" the School Board may terminate this contract within 30 days notice and will be obligated to pay only for those services that have been accrued up to the date of termination.
- F. Mutual Indemnification. School District shall indemnify and hold harmless, to the limits of \$768,28, Florida Statutes, 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") caused by School District, 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 conduct or negligence of such TFA Indemnitee. In similar fashion, 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 the provision by Teach For America to School District of services hereunder, except to the extent such Losses result from the misconduct or negligence of such School District Indemnitee.
- G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation or warranty as to the fitness of any candidate presented by Teach For America, other than with respect to the Requirements.
- H. Limitation of Liability. Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to School District or any individual Partner School of

School District for any Loss incurred by School District or such individual Partner School in connection with the matters to which this Agreement relates, except a loss resulting from conduct or negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to School District or any such individual Partner School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by School District pursuant to this Agreement.

- I. No Agency Relationship. Each of Teach For America and School District acknowledges and agrees that none of the Teachers assigned to School District pursuant to 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 of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.
- J. 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.
- K. 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.
- L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, taken together, shall be deemed to constitute one and the same agreement.
- M. 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. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the words

"include", "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

N. Governing Law; Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. In the event of Litigation, venue will lie in Miami-Dade County, Florida.

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 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 IV.N., 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.

*IV.O. Robert Fisher, Jr. representative of Teach For America*

P. Insurance. Teach For America shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance ("the CGL Policy") for the services it provides under this Agreement. The CGL Policy shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limits</u>
Premises and Operations	\$1,000,000 per occurrence
Products and Completed Operations	\$1,000,000 per occurrence
Personal and Advertising Injury	\$1,000,000 per occurrence
General Aggregate	\$2,000,000 per occurrence

Q. Compliance with State/Federal Regulations.

i. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by



signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide separate written certification to this effect.


During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

- ii. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

R. Compliance with laws. Teach for America shall comply with all federal, State of Florida and local laws applicable to it in the performance of its obligations under this agreement.

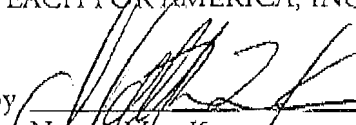
IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

MIAMI-DADE PUBLIC SCHOOLS

By 

Name: Vera A. Hirsh  
Title: Assistant Superintendent  
Office of Human Resources, Recruiting & Performance Mgt.

TEACH FOR AMERICA, INC.

By 

Name: Matt Kramer  
Title: President

APPROVED AS TO FORM:

  
School Board Attorney's Office

Vera Hirsh, Assistant Superintendent  
Human Resources, Recruiting and Performance Management

**SUBJECT:           REQUEST    FOR    AUTHORIZATION    FOR    THE  
SUPERINTENDENT TO ENTER INTO A COLLABORATIVE  
AGREEMENT BETWEEN MIAMI-DADE COUNTY PUBLIC  
SCHOOLS AND TEACH FOR AMERICA, INC. FOR THE  
TEACH FOR AMERICA PROGRAM FOR THE 2009-2010  
SCHOOL YEAR WITH ANNUAL RENEWALS FOR THE  
2010-2011 AND 2011-2012 SCHOOL YEARS**

**COMMITTEE:        SCHOOL SUPPORT ACCOUNTABILITY**

**LINK TO DISTRICT  
STRATEGIC PLAN:   GENERAL OPERATIONS**

Authorization is requested to enter into a new collaborative agreement between Miami-Dade County Public Schools (M-DCPS) and the Teach For America Program (TFA) for one cohort of TFA teachers commencing in the 2009-2010 school year with the option of annual contract renewals for subsequent cohorts commencing in the 2010-2011 and 2011-2012 school years. TFA is the national corps of outstanding recent college graduates who commit two years to teach in urban and rural public schools in the nation's lowest-income communities and become lifelong leaders for expanding educational opportunity.

Over the past six school years, TFA has effectively recruited and selected teachers to fill M-DCPS's most difficult-to-staff school and subject-area vacancies. As part of the American Recovery and Reinvestment Act, the Florida Department of Education has recently recognized TFA as a core tenet of its strategic guidance for Districts. This strategy, in accordance with Florida's Differentiated Accountability model, promotes the use of Title I funding to support the TFA program.

Funding for this collaborative agreement will be provided through Title I. The cost for the 2009-2010 cohort of TFA teachers is \$1650 per teacher. This amount represents a no cost increase from the prior 2006 TFA contract. The number of TFA teachers brought into the District in this cohort and subsequent cohorts will be determined by the District's needs on an annual basis.

On March 10, 2009, in accordance with School Board Rule 6Gx13- 3F-1.021, Request for Proposals and Professional Services Contracts, the contract was thoroughly reviewed, and the Professional Services Contract Committee recommended that an exception to the School Board rule regarding bids or Request for Proposals (RFP) be granted as these agencies have specific expertise in this field.

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As a result of this proposed collaborative agreement for 2009-2010, TFA will:

- continue to assist the District in identifying and hiring highly qualified teachers from an ethnically and racially diverse corps of highly sought-after college graduates recruited by Teach For America, Inc.;
- provide the District up to an additional 65 teachers to begin the 2009-2010 school year and, upon annual renewals, up to an additional 100 teachers to begin the 2010-2011 school year and up to an additional 150 teachers to begin the 2011-2012 school year; and
- provide staff development and related support services to TFA teachers in the areas of instructional leadership, instructional planning and delivery, classroom management and culture, and literacy development.

The cost of this collaborative agreement in the 2009-2010 school year, excluding teacher salaries and benefits, will not exceed \$107,250.

All TFA teachers will be highly qualified under the provisions of the No Child Left Behind Act prior to entering the classroom. Further, these teachers will be afforded access to the District's Alternative Certification Program.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. grant an exception to Board Rule 6Gx13- 3F-1.021, Request for Proposals and Professional Services Contracts, for Teach For America, Inc., based on specific expertise; and
2. enter into a contractual agreement between Miami-Dade County Public Schools and Teach For America, Inc., commencing the 2009-2010 school year not to exceed \$107,250, renewable for two consecutive years, pursuant to satisfactory evaluation results.