

CONTRACT INFORMATION FOR MANAGEMENT/FINANCIAL REVIEW  
STATE OF LOUISIANA

CONTRACT NUMBER: 685201  
 CONTRACT REVIEW #: 685201  
 AGENCY CONTRACT #: SHAW, ELIZABETH  
 CONTRACT AMENDMENT NUMBER:  
 DATE: 09/09/10  
 CONTRACT/AMD STATUS: ENS : ENCUMBRANCE SUCCESSFUL  
 CONTRACT/AMD TYPE: OTH : OTHER CONTRACT - CFMS  
 CONTRACTING AGENCY: 682PSC : LDOE, RECOVERY SCHOOL DISTRICT  
 CONTRACT USER: 682PSC : LDOE, RECOVERY SCHOOL DISTRICT  
 CONTRACT USER SUB-AGCY:  
 ORIG CONTRACT AMOUNT: \$200000.00  
 AMENDMENT AMT: \$0.00  
 BASE CONTRACT AMOUNT: \$200000.00  
 CONTRACT/AMD TITLE/DESCRIPTION:  
 EDUC & TEACH FOR AMERICA, INC.  
 CONTRACTOR RECRUITS & SELECTS FOR SITE  
 ORIGINAL CONTRACT BEG DATE: 10/01/09  
 REVISIED CONTRACT BEG DATE:  
 ORIGINAL CONTRACT END DATE: 06/30/11  
 REVISIED CONTRACT END DATE:  
 CLASS/SUB-CLASS: 999 99 : PROFESSIONAL, CONSULTING, PERSONAL,  
 SOCIAL SERVICES - OCR APPROVED  
 T-NUMBER:  
 VENDOR/CONTRACTOR: 13354191300 : TEACH FOR AMERICA INC  
 DEF COMP VENDOR/CONTRACTOR:

CONTRACT FUNDING SOURCE AMOUNTS

FED: \$200000.00 STATE: \$0.00  
 LOCAL: \$0.00 OTHER: \$0.00  
 BOND: \$0.00  
 IAT: \$0.00  
 SELF-GEN: \$0.00

BILLING BASIS:

PERCENTAGE: AMOUNT:

PAYMENT: M : MANUAL  
 RETAINAGE: N : NOT APPLICABLE  
 RECOPMENT: N : NOT APPLICABLE  
 DEFERRED COMP: N : NOT APPLICABLE  
 FISCAL YEAR: 11  
 NOT TO EXCEED AMOUNTS FOR FISCAL YEAR  
 NTE CONTRACT AMOUNT: \$200000.00  
 NTE RETAINAGE AMOUNT: \$0.00  
 NTE DEFERRED COMP AMT: \$0.00

NOT TO EXCEED AMOUNTS FOR FISCAL YEAR

NTE CONTRACT AMOUNT: \$200000.00  
 NTE RETAINAGE AMOUNT: \$0.00  
 NTE DEFERRED COMP AMT: \$0.00

ACCT FY	FUND	ORG	BS ACCOUNT REPORT CAT	AFROP UNIT	JOB NUMBER	OBJECT	SUB-OBJECT	NET ENC	AMOUNT
01	10	1104	8050	3460	31			\$0.00	
02	10	1104	8053	3460	31			\$0.00	
02	11	1101	8053	3460	K2			\$200000.00	



STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
POST OFFICE BOX 94064, BATON ROUGE, LOUISIANA 70804-9064  
Toll Free #: 1-877-453-2721  
<http://www.louisianaschools.net>

MEMORANDUM

DATE: August 20, 2009  
TO: Beth Scioneaux  
Deputy Superintendent for Management and Finance  
FROM: Paul G. Vallas  
Superintendent of the Recovery School District  
SUBJECT: Request for Special Consideration

This memorandum is to request that the following list of contracts and contract amendments be given special consideration at the September 2009 meeting of the State Board of Elementary and Secondary Education:

CONTRACTS AND AMENDMENTS

Developmental Therapy Associates, LLC  
Teach for America, Inc.  
Chenevert Architects, LLC (Woodson)  
Chenevert Architects, LLC (Crocker)  
HMS Architects, Inc.  
Howard Performance Architecture, LLC.  
Jabobs/CSRS Consortium (2 amendments)  
Rozas-Ward/A.I.A.  
SCNZ Architects  
SRF Group Consulting, Inc. (contract and amendment)  
Lambert Engineers, LLC  
Mathes Briere Architects  
M3A Architects (contract and amendment)  
Shaw Environmental and Infrastructure  
Yeates and Yeates Architects, LLC  
VergesRome, APC  
SM3 Properties, LLC

The contracts and amendments are for various services to the Recovery School District and are necessary for the operation of either the schools and/or the central office. Final negotiations for these contracts did not occur in time for these contracts to go through the normal receive and refer process.

Thank you for your cooperation in this matter. If further information is needed, please do not hesitate to contact me at 504 373-6200.

PGV:mp

APPROVED:

Paul Pastorek  
State Superintendent of Education

"An Equal Opportunity Employer"



**EXECUTIVE RECOMMENDATION FOR EXPENDITURE OF FUNDS**

<p><b>DATE OF REQUEST:</b> 8/18/09</p> <p><b>RECEIVE/REFER:</b> X</p> <p><b>SPECIAL CONSIDERATION:</b></p> <p><b>EMERGENCY:</b></p>	<p><b>STATUS:</b></p> <p>New <input checked="" type="checkbox"/> X</p> <p>Renewal <input type="checkbox"/></p> <p>Amendment <input type="checkbox"/></p> <p>CFMS # _____</p>	<p><b>TYPE OF EXPENDITURES:</b></p> <p>Professional Service Contract <input checked="" type="checkbox"/> X</p> <p>Social Service Contract <input type="checkbox"/></p> <p>Legal Service Contract <input type="checkbox"/></p> <p>Interagency Agreement <input type="checkbox"/></p> <p>Property Lease <input type="checkbox"/></p> <p>Cooperative Endeavor <input type="checkbox"/></p>
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<p><b>BILLING BASIS:</b></p> <p>Cost Reimbursement: _____</p> <p>Other (Explain.): _____</p>	<p><b>LDE INFORMATION:</b></p> <p>Office: Recovery School District</p> <p>Division/School: Human Resources</p> <p>Contact Person: Elizabeth Shaw</p> <p>Telephone: 504-373-6200</p>	<p><b>DATE SERVICE TO BE PROVIDED:</b></p> <p>Beginning Date: 10/1/09</p> <p>Ending Date: 6/30/2011</p> <p>Duration: 2 years</p> <p>Revised Ending Date: _____</p>
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AMOUNT/BUDGET:	FUND INFORMATION:	SELECTION/ALLOCATION PROCESS:
Salaries	*Source of Funds: MFP	Competitive: _____
Other Compensation	CFDA if Federal: _____	Non-Competitive Formula: _____
Related Benefits	Agency Code: 682	Formula Citation: _____
Travel	Expend. Org. Code: 1104	
Operating Services	Object Code: 3460	
Supplies	Sub-Object Code: 31	
Professional Services	Reporting Category: 8050	
Other Charges	* For all IDEA Part B Funds Only	
Interagency Transfers	Date Recommended for Approval by the Special Education Advisory Council	
Acquisitions/Major	Date: _____	
Repairs	Cost Objective: _____	
<b>Total</b>		

**DESCRIPTION OF SERVICES TO BE PROVIDED** (Include Per Diem Rates, if applicable.): The contractor will recruit and select for site selection up to forty (40) teachers who meet all state and federal legal requirements for teaching the content areas and grade levels as needed by the RSD and satisfy current federal and state requirements for "highly qualified" teacher status.

**JUSTIFICATION FOR CONTRACT:** This contract will assist RSD in recruiting highly qualified teachers

**APPROVALS**

<p><b>RSD Chief Financial Officer:</b> <i>[Signature]</i></p> <p><b>Deputy Superintendent of Management and Finance:</b> <i>[Signature]</i></p>	<p><b>RSD Chief of Staff:</b> <i>[Signature]</i></p> <p><b>Deputy Superintendent of Education:</b> <i>[Signature]</i></p>	<p><b>RSD Superintendent:</b> <i>[Signature]</i></p> <p><b>Superintendent of Education:</b> <i>[Signature]</i></p>
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**BUDGET APPROVAL**  
*See attached email*  
 FY-10 - \$100,000  
 FY-11 - \$100,000

Lossed on 8/21/09 ca.

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
CONTRACT**

BE IT KNOWN, the Department of Education, Recovery School District (hereinafter sometimes referred to as *State*) and Teach For America, Inc., 315 W. 36<sup>th</sup> Street, New York, New York 10118 (hereinafter sometimes referred to as *Contractor*) do hereby enter into a contract with funds provided by the program entitled MFP, under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance Number \_\_\_\_\_.

**1. Scope of Services**

Contractor hereby agrees to furnish the following services:

• **Specific goals and objectives:**

Contractor shall recruit and select for site selection up to forty (40) teachers who meet all state and federal legal requirements for teaching in the content areas and grade levels as needed by the Recovery School District and state requirements for "highly qualified" teacher status. Contractor will coordinate and secure approval of all site selections with the site administrator. Said teachers that are selected by the site administrator for an approved vacancy will be hired for the 2009-2010 school academic year and shall teach in Recovery School District schools for a minimum of two consecutive academic years. There will be no forced placement of un-hired teachers.

• **Deliverables:**

Contractor shall recruit and select for hiring within the Recovery School District up to forty (40) teachers who meet all state and federal legal requirements for teaching in the content areas and grade levels as needed by the Recovery School District and satisfy current federal and state requirements for "highly qualified" teacher status. Said teachers will be hired for the 2009-2010 school academic year and shall teach in Recovery School District schools for a minimum of two consecutive academic years.

- A. Contractor shall require all such teachers to participate in an intensive five-week summer institute designed to prepare new teachers to enter the classroom during which the teachers shall work in teams of three or four to assume full responsibility for teaching a class in morning summer schools run by Teach For America under the supervision of a faculty of experienced teachers and shall participate in a full schedule of daily morning and afternoon professional development activities centered upon Teach For America's training curriculum.
- B. Contractor shall hold a week-long induction for all such teachers in order to orient them to the Greater New Orleans area and shall organize activities during the week-long induction designed to introduce such teachers to the resources and history of the New Orleans area.
- C. Contractor shall arrange multiple (at least 4) opportunities for principals to interview prospective teachers during the hiring season.
- D. Contractor shall provide accurate and timely information requested by State about



teachers in order to facilitate the hiring and placement process for the teachers.

E. Contractor shall work with State to identify specific partner schools within the Recovery School District and shall develop relationships with Recovery, District school administrators and staff.

• **Performance Measures:**  
Contractor shall recruit and select and train for hiring and placement within Recovery School District schools up to forty (40) highly-qualified teachers who meet all the state and federal legal requirement for the course(s) they teach. Contractor shall work with principals of the Recovery School District to present candidates for hiring.

• **Monitoring Plan:**  
Contractor shall, by the first day of every month during the term of this contract, provide State with monthly written status reports setting forth the work completed by Contractor in furtherance of the deliverables set forth herein and of the completion of said deliverables.

The Recovery School District will monitor the progress of this contractor's work by:

- A. Conducting monthly reviews of Contractor's work: recruiting, facilitating placement and retention, ensuring certification of up to forty (40) *Teach For America* teachers provided to the Recovery School District
- B. Holding monthly meetings with *Teach For America* leadership team to discuss progress of all deliverables from the Contractor
- C. Surveying principals annually to assess the quality of the staff provided through the Contractor

## 2. Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$5,000.00 per *Teach For America* teacher that, pursuant to this contract, commences teaching at a Recovery School District school. Said fee will be due in two installments of \$2,500 per teacher per year for a maximum of two years. Contractor will invoice State at the start of each academic year for the number of teachers that begin teaching at the start of the academic year. The total maximum fee payable to Contractor is ~~\$200,000~~. The fee will be determined based on the number of teachers hired through site selection at the per-teacher cost. Payment will be made only on approval of the Director of Human Resources of the Recovery School District. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

If progress or completion is obtained to the reasonable satisfaction of the State, payments are scheduled as follows: State shall pay Contractor the above-referenced per teacher fee at the time the teacher begins teaching in a Recovery School District school. Contractor will submit invoices for payment to the State no later than October 30, 2009.

## 3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received

under this Contract and/or legislative appropriation shall be Contractor's obligation and shall be identified under Federal Tax Identification Number 13-3541913.

#### **4. Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### **5. Termination for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **6. Remedies for Default**

The provisions of LSA - R.S. 39:1524 through 1526, shall resolve any claim or controversy arising out of this Contract.

#### **7. Ownership**

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the State Superintendent of Education.

If the Contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (SBSE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

#### **8. Assignment of Contract**



No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## 9. Right to Audit

It is hereby agreed that the Louisiana Department of Education's Internal Auditors, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration's auditors and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of Contractor which relate to this Contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit Section.

## 10. Term of Contract

This Contract shall begin on October 1, 2009 and shall terminate on June 30, 2011. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

## 11. Fiscal Funding

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This Contract is not effective until approved by the Department or by the Director of the Office of Contractual Review in accordance with *La. R.S. 39:1502*. It is the responsibility of the Contractor to advise the agency in advance if the Contractor's funds or the Contractor's terms may be insufficient to complete the Contractor's objectives.

## 12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable:

- Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972

- Federal Executive Order 11246

- Federal Rehabilitation Act of 1973, as amended

- Vietnam Era Veteran's Readjustment Assistance Act of 1974

- Title IX of the Education Amendments of 1972

- Age Act of 1975

- Americans with Disabilities Act of 1990

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

### 13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this Contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully or accurately will be grounds for placing the Contractor in default.

If said failure results in the State's being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

### 14. Compliance Statement

The State's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and regulations and the SBSEF's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the SBSEF's policies.

By executing this contract, Contractor certifies that Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of Contractor's knowledge, information and belief, Contractor is not prohibited from entering into this contract by La. R.S. 42:1113. Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this contract for convenience.



## 15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

## 16. Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the Department at the conclusion of this contract.

## 17. Collections Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

## 18. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

C F M S  
6 8 5 2 0 1

THIS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ October 2009.

State Agency Signatures

\_\_\_\_\_  
RSD Superintendent

\_\_\_\_\_  
Beth Morrison

\_\_\_\_\_  
Deputy Superintendent for Management and Finance

\_\_\_\_\_  
Oscar S. Valdez

\_\_\_\_\_  
Deputy Superintendent of Education

\_\_\_\_\_  
State Superintendent of Education

\_\_\_\_\_  
President, State Board of Elementary and Secondary Education

CONTRACTOR'S SIGNATURE

By: \_\_\_\_\_  
Telephone: 343 578-4072

WITNESSES' SIGNATURES

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Christy Deaton