

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
CONTRACT**

BE IT KNOWN, the Department of Education, Executive Office of the State of Louisiana (hereinafter sometimes referred to as State) and Teach for America, Inc. 25 Broadway, 12th Floor, New York, New York 10004 (hereinafter sometimes referred to as Teach For America or Contractor) do hereby enter into a contract with funds provided by the program entitled District Support, under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance Number 84.027A.

Scope of Services

Contractor hereby agrees to furnish the following services:

- **Goal:** To give low-income students the opportunity for an excellent education in high needs public schools in Louisiana.

- **Objectives:**
 1. To place approximately 297 Teach For America corps members in high needs public schools serving low-income populations in Louisiana within the following parishes: Ascension, East Baton Rouge, East Feliciana, Jefferson, Orleans, Pointe Coupee, St. Bernard, and St. Helena.
 2. To support those corps members through ongoing professional development and support in order to achieve ambitious results with their students.
 3. To work with the Louisiana Department of Education to sustain Teach For America's teacher and alumni presence across Louisiana.

- **Deliverables:** In return for the first payment, Teach For America agrees to train approximately 297 members of its national teacher corps and provide such corps members as candidates for placement in high needs Louisiana public schools for the 2018-19 school year. These corps members will complete an intensive five-week Summer Institute that will train them in both the theory and practice of K-12 education, by participating in education seminars and supervised practice teaching in summer schools at an appropriate grade level. The Louisiana program offices will work with local school districts to facilitate matches of corps members with state and district-identified need areas and to organize an induction that orients corps members to the communities in which they teach. Teach For America will provide to the Louisiana Department of Education Talent Office with a list of all Teach For America corps members and the school districts to which they are assigned, as well as other necessary data for the state to confirm teacher placements and assess the ongoing effectiveness of teachers via state or district processes. This data may include teacher name, school name, parish, Teach For America corps year and first year of teaching in Louisiana.

In return for the second payment, Teach For America agrees to provide training and leadership development opportunities, as well as regular support, to the corps members placed as teachers in Louisiana public schools. Corps members will receive training and support through induction and Summer Institute, structured observations and post-observations, regional and multi-regional conferences, an interactive website featuring educational issues and resources, all-corps meetings and targeted workshops delivering professional development, and structured small group reflection meetings.

Teach For America will additionally increase the capacity of its alumni base through programming that

facilitates community-building and career pipelines. The Teach For America Louisiana program offices will work to support alumni of the Teach For America program in the state who continue in the teaching profession, and will also support alumni in middle leadership, school leadership, school system leadership, and policy and advocacy roles. This work will also include leveraging the expertise and relationships of the Teach For America regional alumni to support the experience of current corps members.

Teach For America will continue to work with the Department of Education in regards to priority areas for Teach For America's presence. Sustaining and potentially growing Teach For America's statewide placements will require our organization to secure significant funding and support, which may include increased state monies, and as such, Teach For America will partner with the state to help build partnerships and identify new opportunities to sustain and grow the organization's presence.

- **Performance Measures:**

The performance measure for placement will be to provide trained corps members to Louisiana Schools.

The performance measure for professional development support will be defined by corps member participation in TFA programming, as reported by teacher coaches (Managers of Teacher Leadership and Development).

Performance Indicators:

Objectives

Average number of quality observation cycles by Teach For America teacher coaches per year.	3
Number of professional development opportunities designed for and available to corps members.	3
Percent of corps members who gather valid data on student performance by the end of the school year, to be reported when available.	80%

- **Monitoring Plan:** Timelines must be met by Teach For America in the activities related to this Professional Services Contract. The timeline reviews will be monitored/conducted by Bridget Devlin, Louisiana Department of Education.

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a fee of \$400,000. Payment will be made only on approval of the Chief of Staff. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

Contracts with services completed by June 30 must submit invoices no later than July 5. Due to funding constraints, funding may be unavailable for payment of services if Invoices are not received by this date.

If progress or completion is obtained to the reasonable satisfaction of the agency, payments are scheduled as follows:

Teach For America will deliver documentation of 2018-19 teacher placements, as documentation of the work completed. Teach For America will deliver documentation of professional development delivered, to date, as documentation of the work completed and on track for the coming school year.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows: two payments, the first in the amount of \$300,000 for the training and placement of national teacher corps members in

Louisiana public schools, and a second payment in the amount of \$100,000 for support and professional development activities provided to current corps members.

Term of Contract

This Contract shall begin on September 1, 2018 and shall terminate on June 30, 2019. 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.

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 identified under Federal tax identification number 13-3541913. *LR# 7313026*

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LRDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

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 and accurately will be grounds for placing the Contractor in default. If said failure results in the State 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.

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 of failure 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.

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.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including, but not limited, to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Ownership

All records, reports, documents, *products* and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, *products* or other material *exclusively* related to this contract and/or obtained or prepared by Contractor *exclusively* in connection with the performance of the services contracted for herein, *other than Teach For America Materials (as defined below)*, shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

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

"Teach For America Materials" as used herein shall mean any and all records, reports, documents, products and other materials which are: (i) developed by Teach For America other than in performance of this Agreement, or (ii) part of Teach For America's materials and services that are not unique to this contract. State agrees that all Teach For America Materials and all intellectual property contained therein shall remain the sole and exclusive property of Teach For America.

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 (SBESE) 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.

Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

Contractor's Cooperation

The Contractor *shall use commercially reasonable efforts* to fully cooperate with the State and provide any and all requested information, documentation, etc. *relating to Contractor's performance under this contract* to the State when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the Contractor

shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of La. R.S. 17:3914, 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 La. R.S. 17:3914, FERPA and IDEA. Subject to any Professional Services Agreement that Contractor may enter into with partner school districts in Louisiana, 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 or permitted by law. Contractor agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.

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.

Nonassignability

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 the 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.

Auditors

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

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.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

THUS DONE, SIGNED AND EXECUTED by the parties on the dates next to their respective signatures below.

Witnesses' Signatures

John Nalandy 10/19/18
Mary Blin 10/19/18

Contractor's Signature

By: *Joy Okoro* 10/19/2018
Date
Printed Name: JOY OKORO
Title: EXECUTIVE DIRECTOR
Telephone: (718) 216-4173

State Agency Signatures

Ruth Pioreum 10.25.18
Assistant/Deputy Superintendent Date
John White 11/14/18
State Superintendent of Education Date

*(Contracts exceeding \$50,000 require the following additional signatures)

Henry S. Jones 11/14/18 (M)
Date
* President, State Board of
Elementary and Secondary Education