

Office of Finance
Janet C. Robles, Chief Financial Officer



SUBJECT: AUTHORIZATION TO APPROVE THE TEACH FOR AMERICA SELECTION, PLACEMENT, AND ONGOING PROFESSIONAL SUPPORT OF CORPS MEMBERS THROUGHOUT THEIR FIRST TWO YEARS OF TEACHING FOR THE 2020-2022 ACADEMIC SCHOOL YEARS

The purpose of this agenda item is to request authorization to approve the Teach for America selection, placement, and ongoing professional support of corps members throughout their first two years of teaching for the 2020-2022 academic school years.

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. PSJA ISD 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.

The following is a detail of the fees owed at this time:

- Number of corps members working in 2020-2021 academic year: 11
 - First years: 6
 - Second years: 5

(A list of newly hired corps members who will be working in PSJA ISD is attached)

- Fees owed per first year teacher: \$6,000.00 x 6 = \$36,000
- Fees owed per second year teacher: \$5,500.00 x 5 = \$27,500

The total amount for services rendered for the 2020-2021 school year is \$63,500.00 and will be paid from Title II Staff Development and Recruitment funds.

The term of this agreement has covered the 2018 cohort of Teachers for the 2018-2019 and 2019-2020 academic years. It will also cover the 2019 cohort of Teachers for the 2019-2020 and 2020-2021 academic years and the 2020 cohort of Teachers for the 2020-2021 and 2021-2022 academic years. This agreement will expire on December 31, 2020 but all provisions applicable to the 2020 cohort of Teachers will remain in effect through the conclusion of the 2021-2022 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties (see attached agreement).

THIS ITEM DOES NOT ESTABLISH, MODIFY, OR DELETE BOARD POLICY OR ADMINISTRATIVE PROCEDURE.

RECOMMENDED: That the Board of Education approve the authorization to approve the Teach for America selection, placement and ongoing professional support of corps members throughout their first two years of teaching for the 2020-2022 academic school years, in the total estimated amount of \$63,500.00, effective December 8, 2020.

TEACHFORAMERICA

INVOICE

Date: 9/10/2020

Placement Partner: Pharr- San Juan- Alamo Independent School District

Melissa Agüero-Ramirez
Chief of Human Resources
601 East Kelly
Pharr, Texas 78577

CC: Superintendent of Schools, Dr. Jorge Arredondo, Veronica Diaz, Human Resource Services Secretary

Thank you for your partnership. Together we will make significant progress towards closing the achievement gap between low-income students and their affluent peers in the Rio Grande Valley.

Pursuant to the educational professional services agreement between Teach For America and Pharr- San Juan- Alamo Independent School District this invoice details the amount owed to Teach For America for services rendered for the 2020-2021 school year for the selection, placement, and ongoing professional support of corps members throughout their first two years of teaching.

Teach For America Federal Tax Identification No. : 30114607135

Contract Effective Date: January 25, 2018

Number of corps members working in 2020-2021 academic year: 11

First-years: 6

Second-years: 5

(A list of newly hired corps members who will be working in PSJA ISD is attached.)

Fees owed per first year teacher: \$6,000.00 x 6 = \$36,000

Fees owed per second year teacher: \$5,500.00 x 5 = \$27,500

Total fee owed for services rendered during the 2020-2021 academic year: \$63,500

Please remit payment by October 2, 2020.

Teach For America • Rio Grande Valley

801 N. Bryan Rd., Suite 152

Mission, Texas, 78572

Phone: 956.566.5208

Email: jon.stevens@teachforamerica.org

Teach For America is a 501(c)3 nonprofit organization.

TEACHFORAMERICA

Corps Members in PSJA ISD 2020-2021 Academic Year

Corps Year	First Name	Last Name	School
2019	Sara	Arciniega	Ford Elementary
2019	Matthew	Byanyima	TSTEM High School
2020	Jose	Castillo*	Audie Murphy Middle School
2020	Suzett	Fernandez*	PSJA North High School
2019	Rosabella	Garza	Trevino Elementary
2019	Jessica	Gonzalez	Yzaguirre Middle School
2020	Marcelino	Gonzalez Jr*	PSJA Southwest ECHS
2020	Adriana	Lopez*	Ford Elementary
2020	Anna	Reyes*	Trevino Elementary
2019	Manuel	Rodriguez-Reyes	Yzaguirre Middle School
2020	Rebecca	Rodriguez*	Escalante Middle School

**Denotes a first year teacher.*

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EDGAR Purchase Authorization Form

CAMPUS: High Schools, Middle Schools and Elementaries

ESTIMATED COST: \$63,500.00

ACCOUNT NUMBER(S): 255-13-821-124000 629900

DESCRIPTION OF PURCHASE: Teach for America

Please complete each question and provide additional explanation or documentation as necessary.

Campus Need: The cost is in respond to a campus need addressed on the Campus Improvement Plan (CIP) or grant application. Page # _____ . (Attach Copy of CIP, IEP, or grant application)

Allowable: A cost must be allowable under federal cost principles in [2 CFR Part 200 \(EDGAR\), subpart E](#).

Reasonable: A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. 2 CFR 200.404

- *Is this the minimum amount I need to spend to meet my need?*

How is this cost "reasonable"? Minimum amount needed to meet teachers professional development needs.

Necessary: A cost is necessary if it's vital (required) to meet the objectives of the grant or for the grant to be successful.

- *Is the cost needed for the proper and efficient performance of the grant?*

How is this cost "necessary"? The cost will support teacher quality and growth.

Allocable: A cost is allocable if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. 2 CFR 200.

- *Is the cost incurred specifically for the Federal award?* Yes No
- *Is the charge to the program in proportion to the value received?* Yes No

Additional Procurement Requirements:

Please certify that this purchase complies with the following:

Yes N/A Capital Outlay (equipment/license with a unit cost of \$5,000 or more) - *Attach* TEA approval

Yes N/A Price/Cost Analysis (applies to purchases of \$250,000 or more) – *Attach* forms

Yes N/A Vendor Debarment/Suspension Verification (applies to all federally funded purchases)-*Attach* backup

Supplement, Not Supplant Provision. Check One: Supplemental Purchase Title I, Part A Schoolwide Purchase

Method of Procurement: Check One Micro-Purchase Local Procedures Co-Operative

By signing below, I attest that these purchases are allowable, reasonable, necessary and allocable as specified above, and that I have reviewed and complied with the "Additional Procurement Requirements" if applicable.

Jill Wright

Signature of Account Manager

09-22-2020

Date

- APPROVED
- NOT APPROVED

Jill Wright

Digitally signed by Jill Wright
Date: 2020.09.22 14:19:09 -05'00'

PROGRAM/PROJECT DIRECTOR

09-22-2020

DATE

Refer to the Federal Grant Policies and Procedures Manual for more information

Revised 02/10/2020

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated January 25, 2018 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit and Pharr-San Juan-Alamo Independent School District, a political subdivision of the state of Texas ("School District") (each individually "a Party" and collectively "the Parties").

RECITALS

WHEREAS, 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. Most Teach For America members are also AmeriCorps members- individuals who are engaged in intensive public service to meet a local, community need.

WHEREAS, Pharr-San Juan-Alamo Independent School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING: School District Responsibilities:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") set forth in Exhibit A (the "Agreed Number"), attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the

full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.

- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.
- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies.
- v. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, [(i)] the school's student population must be considered high poverty relative to the student population elsewhere in the district or that sixty percent or more of the school's student population receives free or reduced lunch. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year, provided that School District shall employ Teachers no later than 14 days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual

Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as described below).

- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

- A. Candidate Recruitment and Selection. Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- B. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by Teach For America in order to prepare Teachers for this work.
- C. Highly Qualified Status. Teach For America will provide the described pre-service training to Teachers presented to School District for the purpose of ensuring that such Teachers meet the "highly qualified" teacher requirements set forth in the federal Every Student Succeeds Act and applicable state regulations (together, the "Requirements").

For purposes of this Section E, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:
School District Responsibilities

A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an "at-will" employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
- iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.

vii. Subject to its obligations under pre-existing labor agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.

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

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

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any pre-existing collective bargaining agreements and applicable municipal and state laws and regulations.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: Teach For America Responsibilities

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

- i. During the course of the academic year, Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services (the "Professional Development and Data Storage Services"). 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. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's proprietary software and servers.
- ii. To facilitate provision of the Professional Development and Data Storage Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under 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"), School District hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, Teach For America 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 School District or by law, and will use Student Records disclosed by the School District only for the purposes for which such disclosure was made.
- iv. School District acknowledges that Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide to School District the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.
- v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

C. AmeriCorps Prohibited Activities. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities by the

AmeriCorps program or the Corporation for National and Community Service, staff and members may not engage in the following activities:

- i. Attempting to influence legislation;
- ii. Organizing or engaging in protests, petitions, boycotts, or strikes;
- iii. Assisting, promoting, or deterring union organizing;
- iv. Impairing existing contracts for services or collective bargaining agreements;
- v. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- vi. 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;
- vii. 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;
- viii. 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
An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- ix. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

- x. Providing abortion services or referrals for receipt of such services; and
- xi. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

V. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District is to commence in the 2018-2019 academic year, School District shall pay Teach For America an annual amount of \$5,000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence; and
- iii. With respect to each Teacher whose employment by School District is to commence in the 2019-2020 academic year, School District shall pay Teach For America an annual amount of \$5,500 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.
- iv. With respect to each Teacher whose employment by School District is to commence in the 2020-2021 academic year, School District shall pay Teach For America an annual amount of \$6,000 for each year in which such Teacher

is employed by School District, up to two years from the date such employment is to commence.

- B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.
- C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or constitute a breach by Teach For America of this Agreement. For the avoidance of doubt, School District shall pay all invoices within 30 days of the date of the invoice.
- D. Term. The term of this Agreement will cover the 2018 cohort of Teachers for the 2018-2019 and 2019-2020 academic years. It will also cover the 2019 cohort of Teachers for the 2019-2020 and 2020-2021 academic years and the 2020 cohort of Teachers for the 2020-2021 and 2021-2022 academic years. This Agreement will expire on December 31, 2020 but all provisions applicable to the 2020 cohort of Teachers will remain in effect through the conclusion of the 2021-2022 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.
- E. 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 to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or

iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

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

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in Section V.H) from and against any Losses (also defined below in Section V.H) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification.

i. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District

Indemnitees") from and against any and all Losses to which such School District Indemnitee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnitee.

- ii. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.

I. 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 (as defined in Section I.v) in connection with the matters to which this Agreement relates, except for a Loss resulting from willful misconduct or gross negligence on the part of 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 or in connection with any Loss of which School District is primarily culpable.

J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.

- K. 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.
- L. 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.
- M. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission), each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement by any Party shall not become effective until counterparts have been executed by all Parties.
- N. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words "include," "including," and "such as" in this Agreement should be read to mean "include without limitation."
- O. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in McAllen, Texas. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.
- P. 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 V.P., 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.

- Q. **Notices.** Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

DISTRICT CONTACT

Name: Daniel King
Title: Superintendent of Schools
Address: 601 E. Kelly Pharr, Tx 78577
Email: drking@psjaisd.us

TEACH FOR AMERICA:

Name: Ana Gonzalez
Title: Executive Director
801 N. Bryan Road
Address: Suite 152
Mission, TX 78572
Email: Ana.Gonzalez@teachforamerica.org

With an electronic copy to:

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*


- R. **Waiver.** A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.

S. Entire Agreement/Authority/Binding. This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement.


[SIGNATURE PAGE FOLLOWS]

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.

Pharr-San Juan-Alamo Independent School District

By: 
Name: Daniel King
Address: 601 E. Kelly
Pharr, Tx 78577

Teach For America

By: 
Name: Ana D. Gonzalez
Title: Executive Director
Address: 801 N. Bryan Rd. Suite# 152
Mission, TX 78572

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.


Name: 
Title: Jonathan Stevens
Managing Director,
Development and Strategy

EXHIBIT A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Cores Areas: English Language Arts and Reading, Science, Social Studies, Math	Elementary, Secondary	Minimum of 4	2018 cohort for 2018-2019 & 2019-2020 2019 cohort for 2019-2020 & 2020-2021 2020 cohort for 2020-2021 & 2021-2022
Special Education, Other Subjects	Elementary, Secondary	As needed	2018 cohort for 2018-2019 & 2019-2020 2019 cohort for 2019-2020 & 2020-2021 2020 cohort for 2020-2021 & 2021-2022

Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.

Entity Dashboard

Teach for America, Inc.
DUNS: 621404383 CAGE Code: 53R28
Status: Active
Expiration Date: 09/15/2021
Purpose of Registration: Federal Assistance Awards Only

25 Broadway Fl 12
New York, NY 10004-0096
UNITED STATES

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

Entity Registration Summary

Name: Teach for America, Inc.
Business Type: Business or Organization
Last Updated By: Erin Crandall
Registration Status: Active
Activation Date: 09/15/2020
Expiration Date: 09/15/2021

Exclusion Summary

Active Exclusion Records? No

RETURN TO SEARCH

2:05 PM
9/22/2020

Focus Area 8: Increase Staff Quality, Recruitment, and Retention

Objective 1: Develop and retain 100% highly effective staff.

STRATEGIES AND ACTION STEPS	PERSON(S) RESPONSIBLE	FUNDING RESOURCES	RESOURCES	TIMELINES	EVIDENCE OF IMPLEMENTATION	EVIDENCE OF IMPACT	FORMATIVE/SUMMATIVE	Title I SCHOOLWIDE COMPONENTS
Professional development for new teachers is provided at the beginning of the school year and continue as needed.	<ul style="list-style-type: none"> - New Teacher Support Director - Principals - CLLs, - CLFs - ACTRGV instructional coaches 	<ul style="list-style-type: none"> - Local funds - Title I - TSL grant 	<ul style="list-style-type: none"> - New Teacher Institute - ACTRGV resources 	<ul style="list-style-type: none"> - Aug. 2020 - Jul. 2021 	<ul style="list-style-type: none"> - ERO Numbers - Sign-in sheets - Coaching logs and schedules - EdTPA Portfolio 	<ul style="list-style-type: none"> - Increase student achievement - Higher teacher retention - Higher School report card based on TAPR 	<ul style="list-style-type: none"> - Progress monitoring - CBAs - STAAR - TELPAS - SLO's - McREL 	<ul style="list-style-type: none"> - Title I: #3 and #5
Instructional coaching support will be provided for new teachers. Teach for America teachers, ACT/RGV teachers and all teachers needing support.	<ul style="list-style-type: none"> - New Teacher Support Department - Instructional coaches - Directors - CLLs - ACTRGV field supervisors 	<ul style="list-style-type: none"> - Local funds - TSL grant 	<ul style="list-style-type: none"> - District materials 	<ul style="list-style-type: none"> - Aug. 2020 - Jul. 2021 	<ul style="list-style-type: none"> - ERO Numbers - Sign-in sheets - Coaching logs and schedules - EdTPA Portfolio 	<ul style="list-style-type: none"> - Improved student achievement - McREL teacher evaluation 	<ul style="list-style-type: none"> - Progress monitoring - CBAs and BMS - STAAR - TELPAS - SLO's - McREL - Professional Development Goals 	<ul style="list-style-type: none"> - Title I: #3 and #5
The district will provide all new teachers with a teacher mentor.	<ul style="list-style-type: none"> - Principal - Asst. Principals - Human Resources 	<ul style="list-style-type: none"> - Local funds 	<ul style="list-style-type: none"> - Documentation Handbook 	<ul style="list-style-type: none"> - Aug. 2020 - Jul. 2021 	<ul style="list-style-type: none"> - ERO Numbers - Sign-in sheets - Coaching logs and schedules 	<ul style="list-style-type: none"> - Increase in teacher job satisfaction and morale - Improvement in student performance - McREL teacher evaluation 	<ul style="list-style-type: none"> - Progress monitoring - CBAs and BMS - STAAR - TELPAS - SLO's - McREL - Professional Development Goals 	<ul style="list-style-type: none"> - Title I: #3 and #5
Principals will receive training on interviewing and documentation of teachers.	<ul style="list-style-type: none"> - Asst. Supt. for Human Resources - Executive officers - Instructional coaches 	<ul style="list-style-type: none"> - Local funds 	<ul style="list-style-type: none"> - Texas Documentation Handbook 	<ul style="list-style-type: none"> - Aug. 2020 - Jul. 2021 	<ul style="list-style-type: none"> - Documentation evaluation 	<ul style="list-style-type: none"> - Better selection of staff - Improvement in documenting staff 	<ul style="list-style-type: none"> - Improve teacher quality - Increase student achievement 	<ul style="list-style-type: none"> - Title I: #3 and #5

PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

Partnership with

TEACHFORAMERICA



Teach For America is a Non-Profit 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 (“Corps Members”)

Corps Members commit to teach for two years in urban and rural public schools across America



Lifelong Impact

- Before joining Teach For America, only one in five corps members planned to become teachers and only 10 percent were education majors. But the corps experience brought them face-to-face with the challenges facing our schools and instilled in them a lifelong commitment to working on behalf of their students.
- Today, 85% of alumni report they are working in education or careers serving low-income communities.



Areas of Certification

- ELA/Reading 4-8/7-12
- Social Studies 4-8/7-12
- Science 4-8/7-12
- Special Education
- Math 4-8/7-12
- Core Subjects EC-6/4-8
- Bilingual
- ESL



Cost and Funding

Number of corps members working in 2020-2021 academic year: 11

First-years: 6

Second-years: 5

(A list of newly hired corps members who will be working in PSJA ISD is attached.)

Fees owed per first year teacher: $\$6,000.00 \times 6 = \$36,000$

Fees owed per second year teacher: $\$5,500.00 \times 5 = \$27,500$

Total fee owed for services rendered during the 2020-2021 academic year: \$63,500



Funded by Title II