

AGREEMENT EXERCISING THE SECOND OPTION TO RENEW THE SERVICES AGREEMENT

(TEACH FOR AMERICA)

This agreement exercising the second option to renew ("**Second Renewal Agreement**") is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate ("**Board**"), with offices located at 125 S. Clark St., Chicago, Illinois 60603, and Teach For America ("**Vendor**" or "**TFA**"), collectively (the "**Parties**").

RECITALS:

- A.** The Parties entered into that certain Services Agreement authorized by Board Report 11-0427-PR41, (the "**Agreement**") for a term commencing July 1, 2011 and ending June 30, 2012, with the Parties having two (2) options to renew for periods of twelve (12) months each; and
- B.** The Parties exercised the first option to renew for a term commencing on July 1, 2012 and ending June 30, 2013, pursuant to Board Report 12-0627-PR41 ("**First Renewal Agreement**"). The Agreement and First Renewal Agreement shall collectively be referred to as the "**Agreement**"; and
- C.** Pursuant to the Agreement, the Board now desires to exercise the second option to renew and extend the Agreement for a period of twelve (12) months, and Vendor accepts this option to renew and extend, on the terms and conditions hereinafter set forth. There are no option periods remaining under the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

- 1. Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Second Renewal Agreement.
- 2. Definitions:** All defined terms used herein shall have the same meaning as defined in the Agreement unless otherwise defined herein or unless the context requires a different meaning or connotation.
- 3. Renewal Term:** The parties agree to renew the Agreement for a period commencing July 1, 2013 and ending June 30, 2014 ("**Second Renewal Period**"), unless terminated sooner as provided in the Agreement.
- 4. Compensation:** Subject to all of the terms and conditions of the Agreement and this Second Renewal Agreement, the total maximum compensation during this Second Renewal Period shall not exceed **One Million Five Hundred Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$1,587,500.00)** ("**Total Maximum Compensation**") inclusive of all reimbursable expenses. Vendor shall be paid upon invoicing and in accordance with the pricing detailed in **Exhibit A-2**.
- 5. Services:** During this Second Renewal Period, Vendor agrees to provide the Services set forth in **Exhibit A-2** to this Second Renewal Agreement ("**Services**"), which is attached hereto and made a part here of, in accordance with the terms and conditions of the Agreement and this Second Renewal Agreement. "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in the scope of Services and any and all work necessary to complete them or carry them out fully and to the standard of performance required by this Second Renewal Agreement. The Board retains final authority with respect to all Services related decisions. The Board may, from time to time, request changes in the Scope of Services. Any such changes shall be documented by a written amendment to this Second Renewal Agreement signed by both parties and the Board's General Counsel.

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6. **Freedom of Information Act:** Vendor acknowledges that this Second Renewal Agreement and all documents submitted to the Board related to the Second Renewal Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Second Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Second Renewal Agreement shall be posted on the Board's Internet website at www.cps.edu.
7. **Counterparts and Facsimiles:** This Second Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
8. **Original Agreement:** Except as expressly provided in this Second Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Second Renewal Period.
9. **Board Approval:** The execution of this Second Renewal Agreement is subject to approval by the members of the Chicago Board of Education.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have signed this Second Renewal Agreement as of the latest date written below.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

TEACH FOR AMERICA

By: David J. Vitale
David J. Vitale, Board President

By: Joshua P. Anderson

Name: Joshua P. Anderson

Attest: Estela M. Beltran
Estela Beltran, Secretary

Date: 07/23/13

Date: 7/30/13

Board Report No.: 13-0626-PR46-1

Approved as to Legal Form James L. Bebley
James L. Bebley
James L. Bebley, General Counsel

Attachments:

Exhibit A-2: Scope of Services

Exhibit A-2

SCOPE OF SERVICES

(Teach for America)

Name of Project: Teach for America Teacher Referral and Support Agreement

CPS Project Manager: Rohit Paul, Talent Office; Phone: 773/553-1117
E-mail: rpaul1@cps.edu

Vendor Project Manager: Josh Anderson, Teach for America; Phone: 312/283-2463
E-mail: josh.anderson@teachforamerica.org

Period of Performance: July 1, 2013 until June 30, 2014

This Scope of Services shall be conducted pursuant to the terms and conditions of the Agreement, First Renewal Agreement and this Second Renewal Agreement by and between Teach for America ("Vendor" or "TFA") and The Board of Education of the City of Chicago (the "Board"), commonly known as the Chicago Public Schools ("CPS").

I. THE PROJECT

A. Referral Services - Vendor will refer up to 570 qualified, Alternative Certification Program Participants of which up to 325 will be first year teachers and up to 245 will be second year teachers to the Board's Talent Office to be candidates for "Teacher-of-Record" positions in CPS classrooms throughout the 2013-2014 School Year if such persons satisfy the Board's and Vendor's requirements as set forth in the Agreement and this Scope of Services. For the purposes of the Agreement, "Teachers-of-Record" shall be referred to as "Teacher Interns". As part of these referral services, Vendor will recruit and screen applicants by using Vendor's written qualification plan that includes an evaluation of each applicant's work history, transcripts, essays, references and their commitment to teach in a Chicago Public School that services a low-income community.

B. Qualifications for Vendor Referrals -

Each Vendor-referred first-year teacher candidate ("Referral") must be:

1. Concurrently enrolled and actively participating in a 12-month Alternative Teacher Certification Program ("Certification Program") at an Illinois university or college that is partnering with Vendor under the Certification Program; and
2. Eligible to receive an Illinois Alternative Initial Teaching Certificate by June 30, 2014; and
3. Provisionally certified by the State of Illinois in accordance with 105 ILCS 5/21-5b; and
4. Suited for placement in the CPS teacher shortage areas, whether related to subject-area, discipline, or geographic region, as specified by the Talent Office; and
5. A U.S. citizen or alien who is legally registered with the United States Citizenship and Immigration Service.

Each Vendor-referred second-year teacher candidate ("Referral") must be:

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1. Completing any program requirements as established by Vendor; and
2. Certified by the State of Illinois in accordance with 105 ILCS 5/21-5b; and
3. Suited for placement in the CPS teacher shortage areas, whether related to subject-area, discipline, or geographic region, as specified by the Talent Office; and
4. A U.S. citizen or alien who is legally registered with the United States Citizenship and Immigration Service.

It is understood and agreed that the Board at its sole discretion may establish additional qualifications, credentials and placement criteria for Teacher Intern candidates referred by Vendor hereunder. It is further understood and agreed that the Board reserves the right to reject any Referral.

C. Teacher Intern Placements - Each Referral who is accepted by the Board's Talent Office is eligible for an applicable teacher-of-record position at a Chicago Public School during the 2013-2014 School Year if such person satisfies the requirements specified in this Scope of Services. If such person is hired by a Principal for an eligible position at a Chicago Public School, such person shall receive the employment status and benefits of a Teacher-of-Record.

D. Additional Vendor Services -

1. Vendor will provide to each Teacher Intern who obtains a Teacher-of-Record placement described above, mentoring, classroom observation and other support and evaluation services consistent with the terms of Vendor's Certification Program.
2. Vendor shall promptly notify the CPS Project Manager in writing if any Referral or any Teacher Intern:
 - withdraws from the Certification Program; or
 - is not in good standing with Vendor's Partner or Vendor; or
 - is not actively participating in the Certification Program; or
 - fails to receive their Illinois Alternative Teaching Certificate by June 30, 2014; or
 - fails to be certified by the State of Illinois in accordance with 105 ILCS 5/21-5b.

E. Data: Vendor will have access to the following data:

1. Employee number (actual for TFA).
2. Teacher first and last name (actual for TFA).
3. Class rosters for TFA
4. Teacher Level Value Added Metric Data:
 - Reading value added score, number of students included, and standard error for teacher
 - Math value added score, number of students included, and standard error for teacher
 - Reading value added score, number of students included, and standard error for grade within school

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- Math value added score, number of students included, and standard error for grade within school
 - Reading value added score, number of students included, and standard error for school
 - Math value added score, number of students included, and standard error for school
5. Student level EXPLORE, PLAN, and ACT scores for 9th, 10th, and 11th graders
 6. Schedule files linking teachers to students in 9th, 10th, and 11th grades
 7. Teacher Characteristics:
 - School id
 - Gender
 - Age (as of September 1, 2013)
 - Race/ethnicity
 - Employment type (full/part time)
 - Certification status, type, level, entitling institution, issue method, date of certification
 - Endorsement status, type, grade, date of endorsement)
 - Highest degree earned
 - Undergraduate degree granting institution
 - Undergraduate major
 - Post-graduate degree granting institution(s)
 - Years of employment at this school
 - Years of employment at this district

Timing of Data Pulls:

The value added scores will be available in August 2013. Explore, Plan, and ACT scores are available in February 2014. The teacher characteristics will be pulled and made available to TFA in May of 2014. Student rosters for teachers in grades 4-8 will be pulled and made available to TFA in May of 2014. Student rosters for teachers in grades 9-12 will be pulled once each semester, in the last month of the semester and made available to TFA. Said data will only be used by Vendor as research for evaluating the success of, and provide a foundation for considering changes to, Vendor's training programs.

II. DELIVERABLES

A. On or before September 1, 2013, Vendor shall give the CPS Project Manager a written report on the status of each Teacher Intern in Vendor's Certification Program who obtains a teacher of record placement within a Chicago Public School during the 2013-2014 School Year. This report shall be in a format and shall contain such information as the Board may request.

B. On or before July 15, 2014, Vendor shall give the CPS Project Manager a report naming each Referral and confirming for each Referral that such person has successfully completed the academic component of their Certification Program, is alternatively certified by the State of Illinois in accordance with 105 ILCS 5/21-5b, is in good standing with Vendor, and has received their Alternative Initial Teaching Certificate. This report shall be in a format and shall contain such information as the Board may request.

III. OUTCOMES: By September 1, 2013, Vendor will have made up to 570 qualified Referrals to the Board of which up to 325 will be first-year teachers and up to 245 will be second-year teachers. [Note: It is understood and agreed that participation in the Certification Program and the Board's acceptance of a Referral does not guarantee that the Referral will obtain a Teacher-of-Record placement, or be hired as a full-time teacher within the Chicago Public Schools.]

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IV. SCHEDULE OF COMPENSATION: Vendor shall be paid at a rate of \$3,000 per qualified first-year teacher Referral and \$2,500 per qualified second-year teacher Referral for a total not to exceed 465 qualified Referrals at a total cost not to exceed One Million, Five Hundred and Eighty-Seven Thousand and Five Hundred Dollars (\$1,587,500) ("**Total Maximum Compensation**").

TFA shall receive compensation based upon its achievement of the performance milestones as set below:

Milestone	% of Total Compensation	Projected Invoice Date
Delivery of TFA Corps Member Status Reports	25% (Maximum: \$396,875.00)	September 29, 2013
Referral of TFA Corps Members successfully accepted for employment with CPS during the 2013-14 School Year	50% (Maximum: \$793,750.00)	January 6, 2014
TFA Corps Members' Projected completion of the academic year	25% (Maximum: \$396,875.00)	May 5, 2014

The first payment will be made upon TFA's delivery of a written report on the status of each Teacher Intern in Vendor's Certification Program who obtains a teacher of record placement within a Chicago Public School during the 2013-2014 School Year.

The second payment will be made upon the referral of TFA corps members who have successfully been accepted for employment with the Chicago Public Schools.

The final payment will be made upon the successful completion of TFA corps members' employment with the Chicago Public Schools for the 2013-2014 school year.

TFA shall invoice and be paid in accordance with the payment and invoicing schedule detailed above. Each invoice must include a complete list of teacher interns and the CPS school they have been staffed at.