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Enactment Date	10-26-11 8:	



Community Schools, Thriving Students

Memo	
То	The Beard of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	10-26-11
Subject	Professional Services Contract - <u>Teach For America</u> (contractor, City State) Human Resources Services and Support (site/department)
Action Requested	Approval of a professional services contract between Oakland Unified School District and <u>Teach For America</u> . Services to be primarily provided to <u>Human Resources Services and Support</u> for the period of
Background A one paragraph explanation of why the consultant's services are needed.	<u>07/01/2011</u> through <u>04/30/2012</u> . To continue a partnership agreement between Oakland Unified School District and Teach For America, Inc. to recruit qualified new teachers in hard to fill areas.
Discussion One paragraph summary of the scope of work.	Teacher For America is responsible for the selection, placement, and ongoing professional support of corps members throughout their two-year commitment with OUSD.
Recommendation	Approval of professional services contract between Oakland Unified School District and <u>Teach For America</u> . Services to be primarily provided to <u>Human Resources Services and Support</u> for the period of 07/01/2011 through <u>04/30/2012</u> .
Fiscal Impact	Funding resource name (please spell out) Title II not to exceed \$ 164,000.00
Attachments	 Professional Services Contract including scope of work Fingerprint/Background Check Certification Commercial General Liability Insurance Certification TB screening documentation Statement of qualifications

www.ousd.k12.ca.us

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated August 24, 2011 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit and Oakland Unified School District, of the state of California ("School District").

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. Oakland Unified 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.

Accordingly, and contingent upon the availability of sufficient funding to enable Teach For America to expand its operations to Oakland and provide the described services, School District and Teach For America agree as follows:

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 Appendix A (the "Agreed Number"), 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.

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- 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 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 will 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 and (ii) the school must have sufficient vacancies to enable the hiring/placement of at least two Teachers in the same academic year. 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 hiring process.
- School District shall enter into written employment agreements with and employ hired Teachers at least fourteen (14) days before the first day of the academic school year, to the extent possible and in accordance with established District hiring practices.
- 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.

Teach For America Responsibilities:

- C. <u>Candidate Recruitment and Selection</u>. 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.
- D. <u>Pre-Service Training</u>. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by the organization in order to prepare Teachers for this work.
- E. <u>Highly Qualified Status</u>. 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 No Child Left Behind 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.

II. 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.
- 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.
- B. <u>Compensation of Teachers</u>. 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.
- C. <u>Reductions in Force</u>. 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.

Teach For America Responsibilities

- D. Professional Development Services.
 - i. During the course of the academic year, Teach For America shall provide various professional development services and activities for participating Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom.
 - ii. Pursuant to its obligations under the Family Education Rights and Privacy Act ("FERPA"), School District hereby acknowledges that in the course of providing ongoing professional development services for the purposes of improving instruction, School District may disclose to Teach For America student identifiable data from individual Teachers, pursuant to 34 CFR §99.31(a)(6)(i)(c).
 - iii. Teach For America shall use and maintain such data as provided in 34 CFR §99.31(a)(6). In accordance with 34 C.F.R. § 99.33(b), Teach For America may redisclose student identifiable information on behalf of School District as part of Teach For America's service to School District of providing on-going professional development services.
 - Teach For America may also disclose student identifiable information on behalf of School District to additional parties, <u>provided</u> that Teach For America, in advance,

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provide to School District the names of such parties and a brief description of such parties' legitimate interest in receiving such information.

E. 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.

III. 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.
- With respect to each Teacher whose employment by School District is to commence in the 2011-2012 academic years, School District shall pay Teach For America an annual amount of \$2000 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. <u>Non-refund</u>. 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.

- C. <u>Invoicing</u>. 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, <u>provided</u> 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.
- D. <u>Term</u>. The term of this Agreement will cover the 2011-2012 academic year. This Agreement will expire on April 30, 2012, but all provisions applicable to each listed cohort of Teachers will remain in effect through the conclusion of the 2011-2012 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; or
 - ii. 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. <u>Effect of Termination</u>. 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; <u>provided</u> 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 II.B. and II.C. 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 III.F., III.G., III.H., and III.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. <u>No Warranty</u>. 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 III.H) from and against any Losses (also defined below in Section III.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.

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- i. 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.
- 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.
- I. <u>Limitation of Liability</u>. 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 I.A.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

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America; <u>provided</u> 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. <u>Amendment/Modification</u>. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- K. <u>Non-Assignment</u>. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- L. <u>Counterparts</u>. This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.
- M. <u>Construction</u>. 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."
- N. <u>Governing Law</u>. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California.
- O. <u>Severability</u>. 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 III.N., then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

P. <u>Notices</u>. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:

If to Teach For America: Tracy-Elizabeth Clay, Esq. General Counsel 300 W. Adams St., Ste. 1000 Chicago, IL 60606

If to School District: 1025 2nd Ave. Oakland, CA 94506

APPENDIX A

Total number of teachers placed in OUSD will be within the range of 30-60. The appendix below are estimations based on previous annual needs.

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Math	Middle and Secondary	9	2011-2012
Science (includes Biology, Chemistry, and Physics credential areas)	Middle and Secondary	10	2011-2012
Special Education	Elementary, Middle, and Secondary	5	2011-2012
English	Middle and Secondary	2	2011-2012
Social Science	Middle and Secondary	3	2011-2012
Multiple Subject	Elementary and . Middle	10	2011-2012
Bilingual (Spanish)	Elementary	4	2011-2012
Spanish	Middle and Secondary	1	2011-2012

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

- 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.

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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.

Date:

OAKLAND INIFIED SCHOOL DISTRICT By:

Name: Jody London Title: President

Date:

By Edgar Rakestraw, Jr. Name: Secretary, Board of Education

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Date:

TEACH FOR MERICA, INC. By: Name: Emily Bobel Title: Executive Director

OAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel APPROVED M& SUBSTANCE EN N Attorney at Law

File ID Number:	11-2515
Introduction Date:	9/19/11
Enactment Number:	11-2281
Enactment Date:	10-26-11
By:	to

Memorandum of Understanding Between Oakland Unified School District and Teach For America, Inc.

Legislative File File ID No.: 07-0/72 Introduction Date: 2-28-07 Enactment No.: 07-0150 Enactment Date: 2-28-07 By: 26

The purpose of this Memorandum of Understanding is to establish a partnership agreement between the Oakland Unified School District ("District") and Teach For America, Inc. for a four-year period.

For School Years 2007-08, 2008-09, 2009-10, and 2010-11

WHEREAS, the District seeks to recruit qualified new teachers and to equip them with the ongoing support and professional development necessary to ensure that they succeed in the classroom;

WHEREAS, Teach For America has a proven history of successfully recruiting and training high quality teachers who are specifically equipped to positively impact student achievement in underresourced communities and developing a pipeline of people with the potential to serve as future leaders in the District and beyond – as exceptional teachers, school principals, District staff and community leaders in an array of capacities; and

BOTH PARTIES HEREBY RESOLVE to enter into this Memorandum of Understanding to develop a partnership between the District and Teach For America.

I. Responsibilities of the District:

A. Hiring and Placement Process:

1. Commit to hiring a critical mass of Teach For America teachers each year of this of the partnership between Teach For America and the District. The District hereby commits to hire an incoming corps of at least 50 teachers per year for the next four years with increases allowed for district growth. This hiring commitment includes the following:

A. Teach For America teachers will be hired across the full range of subject matters, including non-critical shortage areas. Teach For America will ensure that approximately 40% of the teachers qualify for "critical-shortage assignments" (this is double the overall percentage of "high-need" teachers within our corps), including single-subject math, single-subject science, bilingual, and special education teachers. Non-critical shortage assignments will include multiple subject and single-subject English.

B. Teach For America teachers will be "clustered" in groups of two or more at individual schools.

C. Teach For America will support teachers in test preparation. All teachers will take the CSET (for the first time) by the May administration and the CBEST by the June administration. If a teacher does not pass the CSET in May, then TFA will work with the District to determine the best option for the individual teacher. D. Teach For America teachers will receive the same salary and benefits as other fulltime certified first-year teachers. Teach For America teachers returning for their second year of service will have the same seniority rights and salary as other full-time certified second-year teachers.

E. Teach For America teachers will be considered for vacant teaching positions within the District on an equal basis as other alternatively certified teachers, and traditionally certified teachers, as permitted by California Education Codes prevailing labor agreements and District policy.

F. In the event of a reduction in force, layoffs or other elimination of teacher positions within the District, the District commits that, when possible under applicable state laws and prevailing labor agreements, Teach For America teachers will be removed from their positions after all other teachers in the same job classification or seniority level are removed. The District also commits to use best efforts to re-hire and/or reinstate Teach For America teachers who have lost their teaching positions to other suitable teaching positions.

2. Commit to facilitating the hiring of Teach For America teachers by partner schools by June 20th each year. District further commits to the following:

A. By March 15th of each year, the District will inform Teach For America, in writing, of the specific number of new Teach For America teachers the District will hire for the upcoming school year (this is in addition to Teach For America teachers returning for their second year of service) including general subject matter and grade level assignment.

B. After new Teach For America teachers join Teach For America, District will work with Teach For America to ensure that Teach For America teachers complete the new teacher selection process and receive a final classroom assignment by June 20th of each year.

B. Financial Obligations

- 1. Commit to pay Teach For America \$1,500.00 per year per teacher during each of the two years of their Teach For America commitment. The final payment will be received by Teach For America no later than September 30th and will be determined by the number of first and second year teachers who begin teaching on the first day of school of the current calendar year.
- 2. Partner with Teach For America to achieve Teach For America's fundraising objectives with private foundations, corporations and other government agencies in and around Oakland.

C. Professional Credentialing/Development

- 1. To the extent necessary, work with Teach For America staff and the staff of approved alternative certification program to ensure the smooth enrollment and matriculation of Teach For America teacher.
- 2. Communicate with Teach For America regional staff and individual Teach For America teachers regarding any changes in certification requirements, renewal requirements and the certification status of individual teachers that may impact hiring or placement.
- 3. To the extent permitted by District employment policies, allow Teach For America teachers to take up to 12 hours of paid leave per year for professional development activities sponsored by Teach For America, the District or another credible source of professional development for teachers.

II. Responsibilities of Teach For America:

A. Recruitment and Selection of New Teachers

- 1. Recruit and select applicants from diverse ethnic and racial backgrounds with a proven track record of personal and academic achievement and a commitment to work relentlessly to close the achievement gap between their students and students in more affluent school districts.
- 2. Select individuals for hiring and placement within the District who meet federal, state and District requirements for new teacher hires.
- **B.** Pre-Service Training and Professional Development
 - Require all Teach For America teachers to participate in an intensive five-week summer institute designed to prepare new teachers to enter the classroom. During the institute, teachers will work in teams of 3-4 to assume full responsibility for teaching a class of students in morning summer schools run by Teach For America under the supervision of a faculty of experienced teachers. Simultaneously, teachers will also participate in a full schedule of professional development activities in the morning and afternoons centered upon Teach For America's training curriculum.
 - 2. Hold a weeklong induction for teachers assigned to Oakland to orient them to the city and the District. Teach For America regional staff will organize activities designed to introduce new teachers to the resources and history of the communities in which they will teach.

3. Provide access to ongoing professional development for all Teach For America teachers throughout the school year, including occasional classroom observations by regional program staff, one-on-one reflective discussions three times each year, content-area/grade level meetings facilitated by veteran teachers, and professional development conferences. Teach For America regional staff will also work to ensure that Teach For America teachers have access to local teaching resources and professional development opportunities available in the District and the surrounding areas.

C. Hiring and Placement Process

- 1. Communicate to the District the estimated number of entering teachers for the upcoming school year. Note: Because the numbers of teachers who will matriculate and complete the summer institute cannot be determined with complete certainty, Teach For America may place fewer teachers in the fall than originally estimated.
- 2. Provide accurate and timely information about new teachers that the District requests to facilitate hiring and placement process. Work with the District to identify specific partner schools within the District and to develop relationships with school leadership to meet "clustering" objectives of placing two or more Teach For America teachers in each partner school.
- 3. Provide the District with a list of all of the new teachers assigned to the District, including the grade level preference and subject matter background of each candidate by May 15th. Teach For America staff will work with District staff to meet District needs regarding subject matter and grade level assignments for new teachers to the extent possible. NOTE: Because new teachers must meet state and federal certification requirements, Teach For America cannot guarantee that a specific teacher will be found eligible by the alternative certification program to teach a particular subject.

This Memorandum of Understanding is for a four-year period effective at the date of signing. Either party may terminate the agreement at any time with 30 day written notice to the other party. This agreement may be amended by mutual agreement of the parties. All amendments must be in writing and signed by both parties. Both parties have read this Memorandum of Understanding and agree to hold each other harmless from any legal action that may arise from implementing this agreement.

The Oakland Unified School District and Teach For America, Inc. have approved this Memorandum of Understanding.

Dated:

State Administrator Oakland Unified School District

Executive Director Teach For America

OAKLAND UNIFIED SCHOOL DISTRICT Office of General Counsel APPROVED FOR FORM & SUBSTANCE By:

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