

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) is dated **June 7, 2016**, and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit and Melba School District No. 136, Canyon County, Idaho, a political subdivision of the state of Idaho (“School District”) (each individually “a Party” and collectively “the Parties”).

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. Melba School District No. 136, Canyon County, Idaho 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, 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”), 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.
- 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 considered by School District for vacancies across the full range of grades and subject matters.
- 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 fifty percent or more of the school's student population receives free or reduced lunch and (ii) the school must have sufficient vacancies to enable the hiring/placement of at least **one** Teacher(s) in the same academic year. To the extent reasonably practicable, School District will attempt to 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. 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).

Teach For America Responsibilities:

- C. 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. All selected candidates shall have met all requirements of the State of Idaho Board of Education and State Department of Education for participation in an alternative route certification program. 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. 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.

- E. 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 No Child Left Behind Act of 2001 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. Teachers employed in connection with this Agreement shall be treated

the same or similarly to any other teacher(s) with the same job classification, certification status, and utilizing an approved contract determined by School District. 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 either 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. Teacher(s) will be employed in accordance with School District’s hiring practices and Idaho State Law governing employment of certificated personnel.

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) in accordance with the negotiated agreement with the Melba Education Association and existing salary schedule.

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. 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 in accordance with the District’s Reduction in Force Regarding Certificated Employees policy.

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 (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.
- vi. In accordance with School Board Policy **No. 510**, Teach For America shall:
 - i. Provide security protections to protect identifiable data from Data Breaches or Unauthorized Disclosure(s);

- ii. Restrict access to student identifiable information to authorized staff members who require such access to perform their assigned duties;
- iii. Not use student identifiable information for purposes not outlined in this Agreement such as; sales, marketing, or advertising;
- iv. Agree to delete student identifiable within two-years after termination of this Agreement.

B. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program as approved by the Idaho State Board of Education and Idaho State Department of Education 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.

- ii. With respect to each Teacher whose employment by School District is to commence in the 2016-17 academic year, School District shall pay Teach For America \$2,000 for each teacher in their first year of employment; and
 - iii. With respect to each Teacher whose employment by School District is to commence in the 2017-18 academic year, School District shall pay Teach For America \$2,000 for each teacher in their first year of employment and \$2,500 for each teacher in their second year of employment.
- 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. 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.
- D. Term. The term of this Agreement will cover the 2016 cohort of Teachers for the 2016-17 and 2017-18 academic years. It will also cover the 2017 cohort of Teachers for the 2017-18 and 2018-19 academic years. This Agreement will expire on June 30, 2018, but all provisions applicable to the 2016 cohort of Teachers will remain in effect through the conclusion of the 2019 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 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. 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 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.

- 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.
 - ii. 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. 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 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 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 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.
- 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 shall be governed by, and construed and interpreted in accordance with the laws of the State of Idaho.
- 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 III.O., 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 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:

Andy Grover
Superintendent
PO Box 185, 511 Broadway Avenue, Melba, ID 83641-0185

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.

Melba Public Schools

By _____

Name: Andy Grover

Title: Superintendent

Date:

TEACH FOR AMERICA, INC.

By _____

Name: Tony Ashton

Title: Executive Director

Date:

APPENDIX A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Elementary	Elementary	0-1	2016-17 & 2017-18
Math	Middle School	0-1	2016-17 & 2017-18
Math	High School	0-1	2016-17 & 2017-18
Science	Middle School	0-1	2016-17 & 2017-18
Science	High School	0-1	2016-17 & 2017-18
Special Education	Elementary	0-1	2016-17 & 2017-18
Special Education	High School	0-1	2016-17 & 2017-18

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.

APPENDIX B

STUDENT DATA PROTECTION ADDENDUM TO VENDOR CONTRACT

Parties	Address	
School District No. 136 County of Canyon State of Idaho	School District	PO Box 185, 511 Broadway Avenue, Melba, ID 83641-0185
Teach For America	Vendor	315 W. 36 th Street New York, NY 10018

Vendor Contract

<i>Name of Underlying Agreement:</i> District Educational Professional Services Agreement	<i>Date of Agreement:</i> June 7, 2016 <i>Date agreement will terminate by its terms:</i> June 30, 2018	<i>Description of Underlying Agreement:</i> Agreement between Teach For America and School District No. 136, Canyon County for teacher recruitment, selection, training and ongoing professional development.
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THIS STUDENT DATA PROTECTION ADDENDUM TO VENDOR CONTRACT is made this 7th day of June, 2016, between SCHOOL DISTRICT NO. 136, CANYON COUNTY, STATE OF IDAHO, a public school district organized and existing by virtue of the laws of the State of Idaho (hereinafter referred to as “School District”), and VENDOR.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth herein, which are a material part of this Addendum the Parties agree as follows:

ARTICLE 1
RECITALS

- 1.1** The Parties have previously entered into the Underlying Agreement; and
- 1.2** In 2014 Idaho Code Section 33-133 (7) became law and in order to comply with the law the Idaho State Board of Education has subsequently developed a model policy which must be adopted by school districts in Idaho that governs data collection, access, security and use of such data. In compliance the School District has adopted the Model Policy as School District Policy No. 510; and
- 1.3** The purpose of Idaho Code Section 33-133 (7) and School District Policy No. 510 is to require School District contracts with a private vendor, involving the use of databases, online services, assessments, special education or instructional supports, to include a provision that the private vendor is not permitted to use Student Data or PII for secondary uses, unless the vendor discloses in clear detail what the secondary uses are and receives written permission from the student's parent or legal guardian; and
- 1.4** The law and policy require that any vendor contract shall include:
 - 1.4.1** a prohibition on those secondary uses of aggregated and/or individual student's data including, but not limited to, sales, marketing or advertising, while permitting the private vendor to process or monitor such data solely to provide and maintain the integrity of the service; and
 - 1.4.2** a requirement that the private vendor disclose in detail any secondary uses of aggregated and/or student data including, but not limited to, sales, marketing or advertising, subject to the school district first obtaining express parental consent for those secondary uses prior to deployment of the private vendor's services under the contract.
- 1.5** Wherein the Underlying Agreement may require in its performance the transmission and/or receipt of student data as herein defined; and
- 1.6** In order to assure that the terms and the performance of the Underlying Agreement are in compliance with the Law and The School District Policy the Parties agree to the additional terms and conditions of this Addendum to the Underlying Agreement.

ARTICLE 2
DEFINITIONS

For all purposes of this Addendum the following terms shall have the mean herein set forth unless the context of the term clearly requires otherwise.

- 2.1** “Addendum” means and refers to this Student Data Protection Addendum to Vendor Contract to the Underlying Agreement.
- 2.2** “Administrative Security” means and refers to policies, procedures, and personnel controls including security policies, training, and audits, technical training, supervision, separation of duties, rotation of duties, recruiting and termination procedures, user access control, background checks, performance evaluations, and disaster recovery, contingency, and emergency plans intended to ensure that authorized users know and understand how to properly use the Data System in order to maintain security of data.
- 2.3** “Aggregate Data” means and refers to collected or reported data at a group, cohort or institutional level which does not contain PII.
- 2.4** “Agreements” means and refers collectively to the Addendum and the Underlying Agreement.
- 2.5** “Data” means and refers to information whether, verbal, hard copy, digital or electronic.
- 2.6** “Data Breach” means and refers to an unauthorized acquisition of PII Data.
- 2.7** “Data System” means and refers to any system used to transmit data pursuant to performance of the Underlying Agreement and Addendum.
- 2.8** “Law” means and refers to Idaho Code Section 33-133 (7)
- 2.9** “Logical Security” means and refers to software safeguards of a Parties’ Data System, including user identification and password access, authenticating, access rights and authority levels intended to ensure that only authorized users are able to perform actions or access Data in a network or a workstation.
- 2.10** “Parties” means and refers collectively to the Vendor and the School District, Parties to this Agreement.
- 2.11** “Physical Security” means and refers to security measures designed to deny unauthorized access to facilities and/or equipment.

- 2.12** “PII” means and refers to any of the following Data: a student’s name; the name of a student’s family; the Student’s address; the students’ social security number; a student’s education unique identification number or biometric record or other indirect identifiers such as a student’s date of birth, place of birth or mother’s maiden name; and, other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the School community who does not have personal knowledge of the relevant circumstances, to identify the student.
- 2.13** “School District” means and refers to School District No. 136, Canyon County, State of Idaho [also known as the Melba School District], Party to the Addendum and the Underlying Agreement.
- 2.14** “School District Policy” means and refers to School District Policy No. 510.
- 2.15** “Student” means and refers to any Student, currently or formerly enrolled in the School District
- 2.16** “Student Data” means and refers to any School District Data collected at the Student level and included in a Student’s educational records.
- 2.17** “Unauthorized Data Disclosure” means and refers to any intentional or unintentional release of PII to any unauthorized person or untrusted environment.
- 2.18** “Underlying Agreement” means and refers to and is inclusive of the following Agreement/s which have been entered into by and between the Vendor and the School District to wit: Educational Professional Services Agreement
- 2.19** “Vendor” means and refers to: Teach For America, 519 8th Ave, New York, NY 10018 Party to the Addendum and the Underlying Agreement

ARTICLE 3

PII DATA DISCLOSURE PROTECTION

- 3.1** The Parties shall comply with all applicable state and federal law, including but not limited to The Family Educational Rights and Privacy Act of 1974 20 USC 1232g, 34 CFR Part 99; The Elementary and Secondary Education Act, Section 9528 (2001) and, Idaho Code § 33-133.
- 3.2** Vendor shall implement Administrative Security, Physical Security, and Logical Security controls to protect from a Data Breach or Unauthorized Data Disclosure. These

security measures must be identified by the Vendor and disclosed to and approved by the School District as a condition of continued performance under the Agreements.

- 3.3** Vendor shall restrict access to PII to the Vendor's authorized staff in the performance of the Agreements and shall provide the School District with a list of the Vendor's authorized staff. District approval of restricted access to PII is a condition precedent to continued performance under the Agreements.
- 3.4** Vendor is prohibited from engaging in any secondary use or disclosure of PII including use of PII for sales, marketing or advertising, which is outside the scope of the use intended by the Agreements, and has not been specifically approved by the School District in writing.
- 3.5** Vendor shall destroy all PII or return it to the School District within thirty (30) days of the term or early termination of any of the Agreements.
- 3.6** Each of the terms and requirements of this Addendum are material, and Vendor's failure to comply with any one of these terms is a default and will result in the following:
 - 3.6.1** Subject to prior written notice of default to the Vendor to show cause, at the School District's option the Agreements [or any one of them as the case may be] may be terminated without application of any early termination penalties against the School District.
- 3.7** Vendor shall indemnify, hold harmless and defend the School District against any claims which may arise as a result of Vendor's failure to comply with the terms of this Addendum inclusive of any and all attorney's fees and costs in the defense of any claim against the School District.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date so indicated:

Teach For America

Melba School District No. 136,
Canyon County, Idaho

By: Tony Ashton

By: _____

Date: _____

Date: _____