

## **FY14 Performance Oversight Hearing**

### **District of Columbia Public Schools**

**Tuesday, February 24, 2015**

#### **DCPS MOUs & MOAs:**

**Question 28:** List and describe any agreements (MOAs) or memoranda of understandings (MOUs) between DCPS and non-profit organizations and foundations, besides those that provide special education services.

#### **Office of Family & Public Engagement (OFPE)**

- 1)** Q28\_FY14\_MOA with Flamboyant Foundation for Family Engagement Partnership
- 2)** Q28\_FY14\_MOA with Flamboyant Foundation for 21 DCPS Schools; re Family Engagement Partnerships

In FY15, the Office of Family and Public Engagement (OFPE) has put in place a Blanket Purchase Agreement (**See attached-BPA-GAGA-2014-P-0054 and Flamboyant Family Engagement Partnership Agr. documents**) with the Flamboyant Foundation in order to implement one of the key DCPS family engagement initiatives- the Family Engagement Partnership (FEP). This type of agreement is not new to DCPS and the Flamboyant Foundation who have been working together for several years under a similar MOU agreement, the one exception being that in FY15 individual schools have to contribute to the partnership as well.

The FEP initiative is an intensive, school-wide intervention designed to support student success by transforming the ways in which teachers and families collaborate with one another. In partnership with Flamboyant Foundation, OFPE supports the FEP in 21 DCPS Schools, including: Bancroft Elementary School, Beers Elementary School, Burrville Elementary School, Columbia Heights Education Campus, CW Harris Elementary School, Garrison Elementary School, Hearst Elementary School, Jefferson Middle School, JO Wilson Elementary School, Kelly Miller Middle School, Langley Education Campus, Ketcham Elementary School, Kimball Elementary School, Maury Elementary School, Neval Thomas Elementary School, Powell Elementary School, Truesdell Education Campus, Tubman Elementary School, Stanton Elementary School, Truesdell Education Campus, and Wheatley Education Campus.

The theory of change behind the FEP is simple: schools—and especially teachers—are the critical ingredient in equipping parents with the confidence, knowledge, and skills to support their child's success. Research shows that what educators do to invite and encourage families' engagement predicts if and how families are involved. Despite their calls for support, educators lack the training and tools to engage families in meaningful ways. The FEP addresses this need by providing intensive principal and teacher capacity-building—from teacher training to school leader coaching and professional development—with a focus on teacher family engagement practices.

The FEP helps teachers support and provide the information families need to play five specific roles that matter most for student achievement:

- Communicating high expectations and the importance of education to their child
- Monitoring their child's performance and holding their child accountable

- Supporting their child’s learning
- Guiding their child’s education to ensure the child is on track for college or career
- Advocating for their child to receive an excellent education

**Office of the Deputy Chancellor (ODC)**

- 3) Q28\_FY14\_SY13-14 MOA with 826DC
- 4) Q28\_FY14\_SY13-14 MOA with AASA
- 5) Q28\_FY14\_SY13-14 MOA with ACE Mentor
- 6) Q28\_FY14\_SY13-14 MOA with Achieve Tutoring
- 7) Q28\_FY14\_SY13-14 MOA with ACM
- 8) Q28\_FY14\_SY13-14 MOA with After-School All-Stars
- 9) Q28\_FY14\_SY13-14 MOA with Asian American LEAD
- 10) Q28\_FY14\_SY13-14 MOA with Brainfood
- 11) Q28\_FY14\_SY13-14 MOA with Brave Heart
- 12) Q28\_FY14\_SY13-14 MOA with BUILD Metro DC
- 13) Q28\_FY14\_SY13-14 MOA with Chess Challenge
- 14) Q28\_FY14\_SY13-14 MOA with City Kids Wilderness Project
- 15) Q28\_FY14\_SY13-14 MOA with CityDance
- 16) Q28\_FY14\_SY13-14 MOA with Colin Powell Leadership Club
- 17) Q28\_FY14\_SY13-14 MOA with Concerned Black Men
- 18) Q28\_FY14\_SY13-14 MOA with Critical Exposure Inc
- 19) Q28\_FY14\_SY13-14 MOA with Crittenton Services at KM
- 20) Q28\_FY14\_SY13-14 MOA with Crittenton Services at Woodson
- 21) Q28\_FY14\_SY13-14 MOA with Dance Institute
- 22) Q28\_FY14\_SY13-14 MOA with DC Rape Crisis Center
- 23) Q28\_FY14\_SY13-14 MOA with DC SCORES
- 24) Q28\_FY14\_SY13-14 MOA with DEA Youth Dance
- 25) Q28\_FY14\_SY13-14 MOA with FAIR Girls
- 26) Q28\_FY14\_SY13-14 MOA with Food & Friends
- 27) Q28\_FY14\_SY13-14 MOA with For Love of Children
- 28) Q28\_FY14\_SY13-14 MOA with Girl Scout Council
- 29) Q28\_FY14\_SY13-14 MOA with Girls on the Run
- 30) Q28\_FY14\_SY13-14 MOA with Global Kids Inc.
- 31) Q28\_FY14\_SY13-14 MOA with Good DEED
- 32) Q28\_FY14\_SY13-14 MOA with Higher Achievement
- 33) Q28\_FY14\_SY13-14 MOA with Horizons
- 34) Q28\_FY14\_SY13-14 MOA with Hubbard Place
- 35) Q28\_FY14\_SY13-14 MOA with ICP
- 36) Q28\_FY14\_SY13-14 MOA with Joe's Den
- 37) Q28\_FY14\_SY13-14 MOA with Joy of Motion Dance Center
- 38) Q28\_FY14\_SY13-14 MOA with Jubilee Housing
- 39) Q28\_FY14\_SY13-14 MOA with Kid Power

- 40) Q28\_FY14\_SY13-14 MOA with LAYC
- 41) Q28\_FY14\_SY13-14 MOA with Literacy Lab
- 42) Q28\_FY14\_SY13-14 MOA with Little Blue House
- 43) Q28\_FY14\_SY13-14 MOA with MCIP
- 44) Q28\_FY14\_SY13-14 MOA with Nature Bridge
- 45) Q28\_FY14\_SY13-14 MOA with NCFC
- 46) Q28\_FY14\_SY13-14 MOA with PAL
- 47) Q28\_FY14\_SY13-14 MOA with Paxen
- 48) Q28\_FY14\_SY13-14 MOA with Playworks 1
- 49) Q28\_FY14\_SY13-14 MOA with Playworks 2
- 50) Q28\_FY14\_SY13-14 MOA with Polite Piggy
- 51) Q28\_FY14\_SY13-14 MOA with Power Tots
- 52) Q28\_FY14\_SY13-14 MOA with Reach Education
- 53) Q28\_FY14\_SY13-14 MOA with Reebok Foundation
- 54) Q28\_FY14\_SY13-14 MOA with Rita's Place
- 55) Q28\_FY14\_SY13-14 MOA with Saturday Environmental Academy
- 56) Q28\_FY14\_SY13-14 MOA with SCA
- 57) Q28\_FY14\_SY13-14 MOA with Sitar Arts Center
- 58) Q28\_FY14\_SY13-14 MOA with Springboard
- 59) Q28\_FY14\_SY13-14 MOA with Teens RunDC
- 60) Q28\_FY14\_SY13-14 MOA with The Fishing School
- 61) Q28\_FY14\_SY13-14 MOA with UPO
- 62) Q28\_FY14\_SY13-14 MOA with Urban Alliance
- 63) Q28\_FY14\_SY13-14 MOA with US Dream Academy
- 64) Q28\_FY14\_SY13-14 MOA with WILL
- 65) Q28\_FY14\_SY13-14 MOA with WTEF
- 66) Q28\_FY14\_SY13-14 MOA with YMCA
- 67) Q28\_FY14\_SY13-14 MOA with Young Women's Project



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

**BLANKET PURCHASE AGREEMENT**  
**NO. GAGA-2014-P-0054**  
**With**  
**Flamboyant Foundation**

**The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA) execute this Blanket Purchase Agreement (BPA) for use by the DCPS, Office of Family & Public Engagement to implement the Family Engagement Partnership in twenty-one (21) District of Columbia Public Schools.**

**1. SERVICES AVAILABLE UNDER THIS BPA:**

- a) The Contractor shall implement intensive family engagement initiatives in DCPS schools in accordance with the Family Engagement Partnership Agreement signed on July 22, 2014, incorporated as **Attachment A: Family Engagement Partnership Agreement** and made a part of this Blanket Purchase Agreement (BPA).
- b) The DCPS requires that the Contractor's prices set forth in this BPA shall be as low as or lower than those charged to the Contractor's most favored customer for comparable quantities under similar terms and conditions.
- c) The Family Engagement Partnership Services utilized under this BPA by the twenty-one (21) District of Columbia Public Schools shall consist of the following rates for each school listed below and attached hereto as **Attachment B: Pricelist**

	Principal Name	Business Manager Name	Contributions	
			School	Flamboyant Foundation
Wheatley	Scott Cartland	Vincent Hunter	\$4,250.00	\$56,000.00
Stanton	Rena Johnson	Crystal Balogun	\$4,250.00	\$56,000.00
Bancroft	Alison Auerbach	Alfred Jackson	\$4,250.00	\$56,000.00
Beers	Gwendolyn Payton	Tanya McCray-Jones	\$3,750.00	\$54,000.00



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	Principal Name	Business Manager Name	Contributions	
			School	Flamboyant Foundation
CW Harris	Heather Hairston	William Strickland	\$3,750.00	\$48,000.00
Powell	Janece Docal	Romeo G. Del Rosario	\$3,750.00	\$54,000.00
Thomas	Ruth Barnes	N/A	\$3,750.00	\$54,000.00
Truesdell	MaryAnn Stinson	Charles Robinson	\$3,750.00	\$56,000.00
CHEC	Maria Tukeya	Fred Williams & Gloria Hernandez	\$4,250.00	\$56,000.00
Garrison	Collin Hill	Lidia M. Ramirez (not official)	\$3,250.00	\$48,000.00
Hearst	Jennifer Geoffrey	Joyce Walker	\$3,200.00	\$48,000.00
Jefferson	Natalie Gordon	Erika Gilbert	\$3,750.00	\$54,000.00
Kelly Miller	Abdullah Zaki	N/A	\$4,250.00	\$56,000.00
Seaton	Kim Jackson	Kamaria Mabry Smith	\$3,25.00	\$48,000.00
Tubman	Amanda Delabar	Yolanda Jaureguizar	\$4,250.00	\$56,000.00
Burrville	Tui Roper	Francine Raynor	\$2,500.00	\$54,000.00
Ketcham	Maisha Riddlesprigger	Ikey Staton	\$2,500.00	\$54,000.00
Kimball	Suriya Douglas	Leslie Martinez	\$2,500.00	\$54,000.00
J.O.Wilson	Heidi Haggerty	Tamika Bishop	\$2,500.00	\$54,000.00
Langley	Charlotte Spann	Thaheshia Williams	\$2,500.00	\$54,000.00
Maury	Carolyne Albert-Garvey	Marion Lomax-Scott	\$2,500.00	\$54,000.00

- d) The Contractor is only responsible to provide the services in accordance with the Partnership Agreement provided by the Contractor. The Contractor shall not be required to perform if the service is not in the Contactor's Partnership Agreement.

**2. PRICE AND DOLLAR LIMITATIONS**

- a) No single individual purchase order under this BPA shall exceed \$100,000.00.
- b) The DCPS estimates but does not guarantee the total cumulative dollar value of this BPA. The limitation of this BPA shall not exceed the estimated amount of \$100,000.00.
- c) This BPA does not obligate any funds.

**3. DELIVERY:**

- a. Unless otherwise instructed in writing, the Contractor shall deliver the goods and / or services under this BPA to the following District of Columbia Public Schools at the addresses listed below:

**LIST OF DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

	School Address	Principal Name	Business Manager Name
Wheatley	1299 Neal St. NE Washington, DC 20002	Scott Cartland	Vincent Hunter
Stanton	2701 Naylor Rd. SE Washington, DC 20020	Rena Johnson	Crystal Balogun
Bancroft	1755 Newton St. NW Washington, DC 20010	Alison Auerbach	Alfred Jackson
Beers	3600 Alabama Ave. SE Washington, DC 20020	Gwendolyn Payton	Tanya McCray-Jones
CW Harris	301 53rd St. SE Washington, DC 20019	Heather Hairston	William Strickland
Powell	1350 Upshur St. NW Washington, DC 20011	Janeece Docal	Romeo G. Del Rosario
Thomas	650 Anacostia Ave NE Washington, DC 20019	Ruth Barnes	N/A
Truesdell	800 Ingraham St. NW Washington, DC 20011	MaryAnn Stinson	Charles Robinson
CHEC	3101 16th St. NW Washington, DC 20010	Maria Tukeva	Fred Williams & Gloria Hernandez

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	School Address	Principal Name	Business Manager Name
Garrison	1200 S St. NW Washington, DC 20009	Collin Hill	Lidia M. Ramirez
Hearst	3950 37th St. NW Washington, DC 20008	Jennifer Geoffrey	Joyce Walker
Jefferson	801 7th St. SW Washington, D.C. 20024	Natalie Gordon	Erika Gilbert
Kelly Miller	301 49th St. NE Washington, DC 20019	Abdullah Zaki	N/A
Seaton	1503 10th St. NW Washington, DC 20001	Kim Jackson	Kamaria Mabry Smith
Tubman	3101 13th St. NW Washington, DC 20010	Amanda Delabar	Yolanda Jaureguizar
Burrville	801 Division Ave. NE Washington, DC 20019	Tui Roper	Francine Raynor
Ketcham	1919 15th St. SE Washington, DC 20020	Maisha Riddlesprigger	Ikey Staton
Kimball	3375 Minnesota Ave. SE Washington, DC 20019	Suriya Douglas	Leslie Martinez
J.O.Wilson	660 K St. NE Washington, DC 20002	Heidi Haggerty	Tamika Bishop
Langley	101 T Street NE Washington, DC 20002	Charlotte Spann	Thaheshia Williams
Maury	1250 Constitution Ave. NE Washington, DC 20002	Carolyn Albert-Garvey	Marion Lomax-Scott

- b. Orders placed against this BPA will be processed by utilizing approved Purchase Order Numbers at the time of the order.**
- c. Approved and issued Purchase Orders against this BPA will authorize the contractor to commence services.**
- d. The contractor shall not provide services to any of the schools without a valid purchase order.**
- e. Each school will allocate funding from their respective budget to process individual purchase orders to the contractor.**

**4. TERM**

This BPA expires **June 30, 2015.**

**5. ORDERS**

- a) Orders placed against this BPA shall be placed in writing by issuance of a Purchase Order. All orders shall be sent to (unless otherwise instructed in writing):

**Flamboyant Foundation  
1730 Massachusetts Ave NW  
Washington, DC 20036  
Attn: Susan Stevenson  
Phone: 202-315-2404  
E-Mail: [GMandracchia@flamboyantfoundation.org](mailto:GMandracchia@flamboyantfoundation.org)**

- b) The District is obligated only to the extent that authorized purchases are actually **BPA USERS:**

The Contracting Officers Technical Representatives (COTR) as set forth below are the only authorized users of this BPA:

**BLANKET PURCHASE AGREEMENT – FAMILY ENGAGEMENT PARTNERSHIP**  
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<b>School Name</b>	<b>Principal</b>	<b>Principal Email</b>	<b>Business Manager</b>	<b>Business Manager Email</b>
Wheatley	Scott Cartland	<a href="mailto:Scott.cartland@dc.gov">Scott.cartland@dc.gov</a>	Vincent Hunter	<a href="mailto:Vincent.hunter@dc.gov">Vincent.hunter@dc.gov</a>
Stanton	Rena Johnson	<a href="mailto:Rena.johnson@dc.gov">Rena.johnson@dc.gov</a>	Crystal Balogun	<a href="mailto:Crystal.balogun@dc.gov">Crystal.balogun@dc.gov</a>
Bancroft	Alison Auerbach	<a href="mailto:Alison.auerbach@dc.gov">Alison.auerbach@dc.gov</a>	Alfred Jackson	<a href="mailto:Alfred.jackson@dc.gov">Alfred.jackson@dc.gov</a>
Beers	Gwendolyn Payton	<a href="mailto:Gwendolyn.payton@dc.gov">Gwendolyn.payton@dc.gov</a>	Tanya McCray-Jones	<a href="mailto:Tanya.mccray-jones@dc.gov">Tanya.mccray-jones@dc.gov</a>
CW Harris	Heather Hairston	<a href="mailto:Heather.hairston@dc.gov">Heather.hairston@dc.gov</a>	William Strickland	<a href="mailto:William.strickland@dc.gov">William.strickland@dc.gov</a>
Powell	Janeece Docal	<a href="mailto:Janeece.docal@dc.gov">Janeece.docal@dc.gov</a>	Romeo G. Del Rosario	
Thomas	Ruth Barnes	<a href="mailto:Ruth.barnes@dc.gov">Ruth.barnes@dc.gov</a>	N/A	
Truesdell	MaryAnn Stinson		Charles Robinson	<a href="mailto:Charles.robinson@dc.gov">Charles.robinson@dc.gov</a>
CHEC	Maria Tukeva	<a href="mailto:Maria.tukeva@dc.gov">Maria.tukeva@dc.gov</a>	Fred Williams & Gloria Hernandez	<a href="mailto:Fred.williams@dc.gov">Fred.williams@dc.gov</a> <a href="mailto:Gloria.hernandez@dc.gov">Gloria.hernandez@dc.gov</a>
Garrison	Collin Hill	<a href="mailto:Colin.hill@dc.gov">Colin.hill@dc.gov</a>	Lidia M. Ramirez (not official)	<a href="mailto:Lidia.ramirez@dc.gov">Lidia.ramirez@dc.gov</a>
Hearst	Jennifer Geoffrey	<a href="mailto:Jennifer.geoffrey@dc.gov">Jennifer.geoffrey@dc.gov</a>	Joyce Walker	<a href="mailto:Joyce.walker@dc.gov">Joyce.walker@dc.gov</a>
Jefferson	Natalie Gordon	<a href="mailto:Natalie.gordon@dc.gov">Natalie.gordon@dc.gov</a>	Erika Gilbert	<a href="mailto:Erika.gilbert@dc.gov">Erika.gilbert@dc.gov</a>
Kelly Miller	Abdullah Zaki	<a href="mailto:Abdullah.zaki@dc.gov">Abdullah.zaki@dc.gov</a>	N/A	
Seaton	Kim Jackson	<a href="mailto:Kim.jackson@dc.gov">Kim.jackson@dc.gov</a>	Kamaria Mabry Smith	<a href="mailto:Kamaria.mabry-smith@dc.gov">Kamaria.mabry-smith@dc.gov</a>
Tubman	Amanda Delabar	<a href="mailto:Amanda.delabar@dc.gov">Amanda.delabar@dc.gov</a>	Yolanda Jaureguizar	<a href="mailto:Yolanda.jaureguizar@dc.gov">Yolanda.jaureguizar@dc.gov</a>
Burrville	Tui Roper	<a href="mailto:Tui.roper@dc.gov">Tui.roper@dc.gov</a>	Francine Raynor	<a href="mailto:Francine.raynor@dc.gov">Francine.raynor@dc.gov</a>
Ketcham	Maisha Riddlesprigger	<a href="mailto:Maisha.riddlesprigger@dc.gov">Maisha.riddlesprigger@dc.gov</a>	Ikey Staton	<a href="mailto:Ikey.stanton@dc.gov">Ikey.stanton@dc.gov</a>
Kimball	Suriya Douglas	<a href="mailto:Suriya.douglas@dc.gov">Suriya.douglas@dc.gov</a>	Leslie Martinez	<a href="mailto:Leslie.martinez@dc.gov">Leslie.martinez@dc.gov</a>
J.O.Wilson	Heidi Haggerty	<a href="mailto:Heidi.haggerty@dc.gov">Heidi.haggerty@dc.gov</a>	Tamika Bishop	<a href="mailto:Tamika.bishop@dc.gov">Tamika.bishop@dc.gov</a>
Langley	Charlotte Spann	<a href="mailto:Charlotte.spann@dc.gov">Charlotte.spann@dc.gov</a>	Thaheshia Williams	<a href="mailto:Thaheshia.williams@dc.gov">Thaheshia.williams@dc.gov</a>
Maury	Carolyn Albert-Garvey	<a href="mailto:Carolyn.albert-garvey@dc.gov">Carolyn.albert-garvey@dc.gov</a>	Marion Lomax-Scott	<a href="mailto:Marion.lomax-scott@dc.gov">Marion.lomax-scott@dc.gov</a>

**6. INVOICE AND PAYMENT**

- a) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by a copy of the invoice with the delivered order, and each invoice must contain as a minimum, the following information:

1. The name of the Contractor;
2. The BPA Number; **GAGA-2014-P-0054**
3. The Date of Services;
4. The Purchase Order Number;
5. An itemized list of services furnished;
6. The quantity, unit price, and extension of each service; and
7. The date(s) of services rendered.

- b). DCPS shall pay the Contractor for all goods and / or services at the price stated on the Contractor 's price list minus any discount offered and agreed upon in this Blanket Purchase Agreement.

1. The original invoice for payment against a **Purchase Order** shall be submitted to the following address.

District of Columbia Public Schools  
Office of the Chief Financial Officer  
1200 First Street, N.E., 11<sup>th</sup> Floor  
Washington, DC 20002  
Office#: 202-442-5300  
Fax#: 202-442-5305

2. With a copy forwarded to the BUSINESS MANAGER per School listed on Purchase Order.

**7. CONTRACT ADMINISTRATION:**

**Contracting Officer:** The Contracting Officer is the only official authorized to contractually bind the District and to make changes to this BPA. Send all correspondence regarding this BPA to:

Glorious Bazemore, Contracting Officer  
DCPS, Office of Contracts and Acquisitions.  
1200 First Street, N.E., 11<sup>th</sup> Floor  
Washington, D.C. 20002  
Tel: 202-442-5112  
Fax: 202-442-5634 or 202-442-5093  
E-Mail: [Gloirous.Bazemore@dc.gov](mailto:Gloirous.Bazemore@dc.gov)

**BLANKET PURCHASE AGREEMENT – FAMILY ENGAGEMENT PARTNERSHIP  
GAGA-2014-P-0054**

**The Contracting Officer’s Technical Representative (COTR):** The COTR is responsible for requesting the Purchase Orders and for daily monitoring and supervision of the BPA. The COTR’s for this BPA are:

<b>School Name</b>	<b>Principal</b>	<b>Business Manager</b>
Wheatley	Scott Cartland	Vincent Hunter
Stanton	Rena Johnson	Crystal Balogun
Bancroft	Alison Auerbach	Alfred Jackson
Beers	Gwendolyn Payton	Tanya McCray-Jones
CW Harris	Heather Hairston	William Strickland
Powell	Janeece Docal	Romeo G. Del Rosario
Thomas	Ruth Barnes	N/A
Truesdell	MaryAnn Stinson	Charles Robinson
CHEC	Maria Tukeva	Fred Williams & Gloria Hernandez
Garrison	Collin Hill	Lidia M. Ramirez (not official)
Hearst	Jennifer Geoffrey	Joyce Walker
Jefferson	Natalie Gordon	Erika Gilbert
Kelly Miller	Abdullah Zaki	N/A
Seaton	Kim Jackson	Kamaria Mabry Smith
Tubman	Amanda Delabar	Yolanda Jaureguizar
Burrville	Tui Roper	Francine Raynor
Ketcham	Maisha Riddlesprigger	Ikey Staton
Kimball	Suriya Douglas	Leslie Martinez
J.O.Wilson	Heidi Haggerty	Tamika Bishop
Langley	Charlotte Spann	Thaheshia Williams
Maury	Carolyn Albert-Garvey	Marion Lomax-Scott

## **8. MONTHLY REPORTS**

The Contractor shall furnish a monthly report, by agency, itemizing the dollar value of all sales under the agreement during the preceding month period, to include any partial month. The dollar value of a sale is the price invoiced by the Contractor to DCPS for goods and / or services of this BPA, as recorded by the Contractor. The report shall be forwarded to the DCPS Contracting Officer identified in paragraph 7 thirty (30) days following the completion of the reporting period.

## **9. ADDITIONAL TERMS AND CONDITIONS**

- A. Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts is hereby incorporated by references (**See Attachment C: Standard Contract Provisions**).
- B. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.
- C. The Contractor shall only refer the required staffing as accepted by DCPS in accordance with BPA.



ACCEPTANCE

Flamboyant Foundation  
1730 Massachusetts Ave NW  
Washington, DC 20036  
Attn: Susan Stevenson  
Phone): 202-315-2404

Name: (print)

Name: (signature)

Title

Date

DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
Office of Contracts and Acquisitions  
1200 1<sup>st</sup> Street, NE, 11<sup>th</sup> Floor  
Office: 202-442-5111  
Fax: 202-442-5093

Glorious Bazemore  
Chief Procurement Officer

Date



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and 826DC ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Harriet Tubman Elementary School ("Location"). This MOA is effective as of 11/21/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services - a two-hour reading/tutoring program, where 826DC volunteers provide one-on-one reading support to students at Harriet Tubman Elementary School. to 85 students at Location(s). These students will be K-5.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

**8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Joe Callahan  
Executive Director  
826DC  
3233 14<sup>th</sup> Street, NW  
Washington DC 20010  
202-525-1057  
joec@826dc.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools

1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

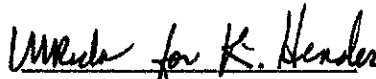
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section

shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

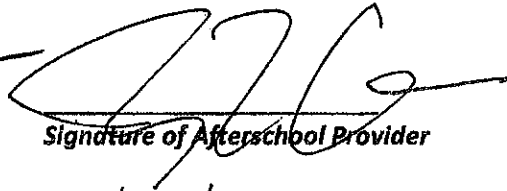
Executed by the Parties in Washington, DC on the dates indicated below their signatures.



Kaya Henderson  
Chancellor, DCPS

3-7-14

Date



Signature of Afterschool Provider

11/22/13

Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or



conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



1615 Duke Street | Alexandria, VA 22314  
Phone: 703.528.0700 | Fax: 703.841.1543  
www.aasa.org

## MEMORANDUM OF AGREEMENT (MOA) FOR AASA ELO CHALLENGE

AASA, The School Superintendents Association, and the District of Columbia Public Schools (DCPS) will work in partnership on activities to expand learning opportunities (ELO) in the school district with a focus on activities that build capacity, infrastructure, and sustainability for ELO at middle and high schools. This MOA serves to provide guidance for the receipt of grant funds by DC Public Education Fund and each party's obligations for the term of the project from February 1, 2014 to August 15, 2014, unless such term is amended.

- I. AASA will provide DC Public Education Fund with a \$25,000 grant to support DCPS activities to expand learning opportunities according to budget in Part V of this MOA. Funds will be paid in full to the DC Public Education Fund within 10 days from the execution of this MOA by check made out to DC Public Education Fund, and mailed to DC Public Education Fund, Attn: Katie Aiello-Howard, 1534 14<sup>th</sup> Street, NW, Washington, DC 20005.
- II. DCPS Responsibilities include:
  - Host representatives from AASA and the Forum for Youth Investment for an ELO kickoff meeting with your district team and community partners to discuss the current state of ELO and set goals for expanding opportunities. (January or February 2014).
  - Engage its district team, community partners, and community members in the work of building capacity and infrastructure to expand learning opportunities.
  - Participate in the *AASA ELO Cohort* monthly phone calls for technical assistance and support and to assist other participating communities with planning and problem-solving.
  - A member of the district team must attend the Ready by 21 National Meeting April 22-24, 2014, in Northern Kentucky/Greater Cincinnati where a face-to-face cohort meeting will be held.
  - Share your experiences with AASA and the Forum for Youth Investment and agree that your work can be spotlighted in e-communications, newsletters, meetings and other communication vehicles; provided, however, DCPS shall be given an opportunity review and approve such communications prior to their dissemination.
- III. The parties understand and agree that DCPS shall be under no obligation to provide funding or payment to AASA or any of its personnel.

- IV. AASA shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on AASA's website) or other published materials. In addition, AASA shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials (including on AASA's website) or in any published materials in a manner which states or implies support for or an endorsement of AASA by DCPS.

V. Budget for AASA Award

Activity	Budget Allocation
Hold 1-2 local meetings with US Dept. of Education involving DCPS representatives for the purpose of identifying best practice models for Extended Day.	\$0.00
Visit and consult with identified districts about their exemplary Extended Day models. Destinations may include Massachusetts, Connecticut, Tennessee, Maryland, and New York where districts are engaged with NCTL Time Collaborative or where schools have exemplary extended day programs in operation. Participants in the site visits will include DCPS Central Office representatives, principals, parents, and staff of community based organizations that partner with DCPS.	\$7,500.00
Attend "Ready by 21" Conference April 2014 in Cincinnati. (one DCPS representative)	\$1000.00
Work with AASA telephone and online technical assistance	\$0.00
Contract with NCTL to develop community engagement process in two MS communities and provide overall technical expertise for the project. Set up site visits in districts and schools with exemplary programs.	\$13,000.00
Conduct community engagement meetings in two DC MS communities	\$0.00
Provide refreshments for community engagement meetings	\$1,000.00
Produce various communications with school stakeholders during project and to announce results.	\$1,500.00
DCPEF grant Administration fee	\$1,000.00
<b>TOTAL</b>	<b>\$25,000.00</b>



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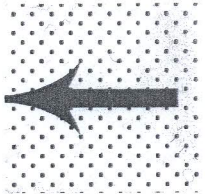
A handwritten signature in black ink, appearing to read "Sharon Adams-Taylor".

Sharon Adams-Taylor  
AASA Associate Executive Director

Catherine Townsend  
President and Executive Director  
DC Public Education Fund

A handwritten signature in black ink, appearing to read "Kaya Henderson".

Kaya Henderson  
Chancellor  
DC Public Schools





DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and ACE Mentor Program of Greater Washington Area, Inc. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Dunbar High School, Coolidge High School, and McKinley Tech High School ("Location"). This MOA is effective as of 10/01/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;



- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Mentoring/Teaching - Fields: Architecture, Engineering, and Construction to 25-50 students at Location(s). These students will be 9-12 grade students.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

**8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

**9. Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials

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10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Jason Baum  
Affiliate Director  
ACE Mentor Program of Greater Washington Area, Inc.  
7901 Sandy Spring Rd.  
Suite 500  
Laure, MD 20707

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

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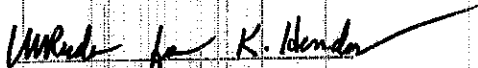
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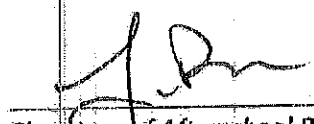
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18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson

  
Signature of Afterschool Provider

Chancellor, DCPS

10/16/13

Date

Date

## Attachment A

### OSTP Data Sharing

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1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

#### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider Initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Achieve Tutoring ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Bruce-Monroe and Garrison Elementary School(s) ("Location"). This MOA is effective as of August 26, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Afterschool tutoring , enrichment and active recreations to 100 students at Location(s). These students will be grades K - 5.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials

(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Demond Moy  
Achieve Tutoring  
Suite C-1  
907 N St NW 20001  
301-982-3355

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

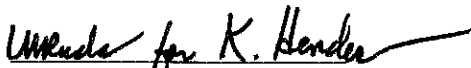
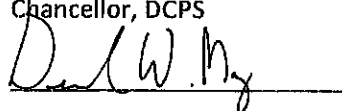
12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided



by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS  


\_\_\_\_\_  
*Signature of Afterschool Provider*

\_\_\_\_\_  
January 29, 2014

*Date*

*Date*

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement (“MOA”) is entered into between the District of Columbia Public Schools (“DCPS”) and Smithsonian Institution (“Smithsonian”), through its Anacostia Community Museum (“Museum” or “ACM”), collectively referred to herein as the “Parties.”

This MOA sets forth the terms and conditions governing Smithsonian furnishing DCPS students with the afterschool services described in Section 4 below at A.Kiger Savoy Elementary School, 2400 Shannon Place S.E. (“Location”).

1. **Term and Program.** The Parties agree that the term of this MOA began on August 6, 2012 (“Effective Date”) for the program further described herein that was initially memorialized in a memorandum of understanding signed by Mr. Patrick Pope, the Principal at A. Kiger Savoy Elementary School (“MOU”). The Parties further agree that this MOA shall supersede said MOU and continue the program as set forth herein. Therefore, this MOA shall have commenced as of the Effective Date and shall continue until June 30, 2013 (“Term”) or until terminated according to Section 6 hereof, whichever occurs first. The Parties, upon mutual agreement, may extend the terms of this MOA on an annual basis for up to two (2) years from the first Term.

Smithsonian will provide cultural education, public programs and arts integration activities in conjunction with the exhibition *Reclaiming the Edge: Urban Waterways and Civic Engagement* to supplement DCPS’s curriculum offered to the students who are enrolled at DCPS (“Program”). The Program will run from October 1, 2012 to June 14, 2013 and will present programming Monday through Friday to the student body during after school hours of 3:30 p.m. to 6:00 p.m. Field trips, at locations to be determined by Museum and staff in consultation with DCPS, will occur as applicable.

2. **Capital.** The Smithsonian and DCPS will jointly provide the programming through human resources monetary grants and in-kind contributions of time and materials from the parties and the use of organizational petty cash, or other such monetary contribution. Nothing herein shall constitute an obligation by the Smithsonian to contribute monetary support and the parties expressly acknowledge that the Smithsonian’s contributions to the presentation and operation of the Program shall be of an in-kind nature. Both the Smithsonian and DCPS will contribute reportorial requirements as designated by the organizations funding the Program.
3. **Responsibilities of DCPS.** DCPS agrees to:

- a. Afford Smithsonian the use of required DCPS facilities, custodial services and security at the Location, as set forth below:

DCPS will provide adequate classroom space for students within its facility, including access to and the use of the cafeteria, gym (multi-purpose room), music room, playground, building management services and access to the facility during the Term, Monday through Friday, from 9:00 A.M to 5:00 P.M., and other normal operating hours of the facility, as applicable. Access will include use of restroom facilities, desks, tables, science classroom facilities, computers, open spaces such as the basketball courts, playgrounds, and other areas surrounding the facility designated by the appropriate DCPS staff. Designated DCPS staff will jointly implement and operate the programming with the Smithsonian staff.

- b. Provide the necessary number of DCPS teachers necessary (currently two (2)) to teach and /or facilitate special projects or the “academic power hour” at Location if Smithsonian opts not to provide academic instruction to students.
- c. Monitor Smithsonian through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Smithsonian’s staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
- d. Work together with Smithsonian to continually improve the program and to document successes for possible replication.

**4. Responsibilities of the Smithsonian.** Smithsonian agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below.
- b. Use the space in Location in order to provide the services explained in subsection 4.d below, subject to the availability of funding.
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS.
- d. Provide the following services Museum Academy Afterschool Program to 36 students in grades 3-5 at the Location:

i) curricular-based programming that will engage the students from east of the river communities in a project- based exploration of *Reclaiming the Edge: Urban Waterways and Civic Engagement*; and ii) contractors, Museum staff and educators with an implementation guide based on the theme “Reclaiming the Edge: Urban Waterways and Civic Engagement” which shall include but not be limited to classroom materials and supplies<sup>1</sup>, and access to the resources of ACM, including archival materials, the Museum library, collections, exhibitions, and video collection<sup>2</sup>. Smithsonian historians, educators, and collection staff will work with a Museum specialist to develop this model program. Following implementation, the “*Reclaiming the Edge: Urban Waterways and Civic*

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<sup>1</sup> Materials developed for “Reclaiming the Edge: Urban Waterways and Civic Engagement” exhibition will be used for the implementation and inspiration of the in afterschool programming at Savoy ES.

<sup>2</sup> Access and use of the Museum’s videos implies access and management by ACM staff.

*Engagement*” arts integrated curriculum will be disseminated locally through the Smithsonian’s Anacostia Museum Education Department.

- e. Work together with DCPS to continually improve the program and to document successes for possible replication.

## **5. Confidentiality and Data Sharing**

- a. DCPS and the Smithsonian will share student specific education data for the purpose of tracking the academic performance of those students enrolled in the Smithsonian’s program, when said program has stated academic outcomes.
- b. Smithsonian will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- c. These data will only be shared with parent/guardian’s written consent, or student’s consent if over 18 years of age.
- d. All parties agree to maintain the privacy and confidentiality of these records, including adhering to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g.) (FERPA)
- e. Property rights for all materials/supplies and equipment purchased by the Smithsonian will be maintained by the Smithsonian and will be returned to the Smithsonian’s possession at the expiration of this MOA. All matters related to the dispensation or usage of materials/supplies provided by the Smithsonian for the Program at the expiration of this MOA or pertaining to the purchase of additional materials and supplies for use at the Location in conjunction with the Program or ACM will be addressed to Sharon Reinckens, Deputy Director of the ACM, and David Hill, Financial Management Specialist of the ACM for consideration.
- f. The parties understand and agree that any materials provided by Smithsonian for the Program are owned solely and exclusively by the Smithsonian, and that the Smithsonian hereby grants DCPS a license to use any such materials solely for purposes of this MOA. Such grant shall expire at the expiration of this MOA.
- g. Use of Names. DCPS is put on notice that the Smithsonian owns, controls, and/or has registered the trademarks/service marks “Smithsonian,” “Smithsonian Institution,” and “Anacostia Community Museum.” Except as may be otherwise provided herein, DCPS shall not refer to the Smithsonian Institution or to any of its museums, programs, organizations, or facilities in any manner or through any medium, for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, solicitation, or fund-raising, without the prior written approval of ACM.

- 6. **Background Checks.** For the purpose of presenting and operating the Program, the ACM and its support staff will be integrated into DCPS’s programming at the Location and will have access to DCPS staff as necessary. Smithsonian and DCPS shall ensure all of its personnel, contractors and volunteers providing services under this MOA submit to all background checks required by DCPS, including a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder. Smithsonian and DCPS shall also ensure that any of its participating personnel, contractors and volunteers who have not submitted to a DCPS background check be restricted from serving in positions affording such individuals unsupervised access to DCPS students participating in this program. Smithsonian further agrees not to allow

anyone in a local school who has not passed any required background checks, including a criminal background check, as required by all DC Laws, rules, regulations and policies.

7. **Compliance with Applicable Law.** Smithsonian shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Smithsonian shall ensure that at no time during the term of this MOA the Anacostia Community Museum owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest (with the exception of any amount Smithsonian legitimately disputes because of its federal status), and that it is otherwise in compliance with all applicable laws related to its operations.

**Assignment.** No assignment of this MOA is permitted without Smithsonian's prior written consent. This MOA shall be binding upon the successors in interest of each party.

**Non-Discrimination.** In fulfilling its obligations under this MOA, the parties agree not to discriminate in the treatment of Smithsonian employees or other individuals on the basis of race, color, creed, sex, national origin, or disability, or for any other reason prohibited by federal or applicable state law.

**Not a partnership.** The parties, by this MOA, do not intend to create a partnership, principal/agent, or joint venture relationship and nothing in this MOU shall be construed as creating such a relationship between the parties.

**Waiver.** The waiver by a party of a breach or default of any provision of this MOA by the other party shall not constitute a waiver by such party of any succeeding breach of the same or other provision. Nor shall any delay or omission on the part of a party to exercise any right that it has under this MOA operate as a waiver of such right.

**Governing Law.** This MOA will be governed and interpreted by applicable federal law and the laws of the District of Columbia, regardless of the place of execution or performance, and without regard to the conflict of laws provisions thereof.

**Interpretation.** If any term or provision of this MOA is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this MOA. The recitals herein constitute an integral part of the MOA reached and are to be considered as such; however, the section headings of this MOA have been inserted for convenience only and shall not be used in its interpretation. This MOA shall be deemed to have been drafted by both parties and, in the event of a dispute, shall not be construed against either party as drafter. This MOA shall be governed by the laws of the District of Columbia and any disputes arising hereunder shall be heard in the courts of the District of Columbia.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by agreement of the both parties. Upon termination, the parties shall be under no further obligation to comply with the terms of this MOU, unless otherwise set forth herein.



9. **Publicity.** Smithsonian shall not use the name or logo of DCPS, the District government or any District agency in any statement, promotional materials (including on Smithsonian's website) or in any published materials except as approved by DCPS. In addition, Smithsonian shall at all times obtain prior written approval from a DCPS contact listed in Section 8 of this MOA before it makes any statement, disseminate any promotional materials or issues any published materials bearing on the services it provides under this MOA. Once such statements or materials are approved, Smithsonian may use them without seeking additional DCPS approval.

10. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Kathy Lally  
Director  
Office of Out-of-School Time  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

Daniela Grigioni  
Manager of External Relations  
Office of Out-of-School Time  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Smithsonian:**

Sharon Reinckens  
Deputy Director  
Smithsonian Anacostia Community Museum  
1901 Fort Place S.E.  
Washington, DC 20020  
Phone: 202-633-4838  
Email: [ReinckensS@si.edu](mailto:ReinckensS@si.edu)

Linda Maxwell  
Education Program Director  
Smithsonian Anacostia Community Museum  
1901 Fort Place S.E.  
Washington, DC 20020  
Phone: 202-633-4849  
Email: [maxwellL@si.edu](mailto:maxwellL@si.edu)

11. **Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. However, to the extent any DCPS responsibility under this MOA requires a financial

obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

12. **Assumption of Risk, Indemnification and Waiver.** Smithsonian hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Smithsonian. The Smithsonian Institution falls within the purview of the Federal Tort Claims Act (28 U.S.C. 2672 et seq.), which is the primary remedy for claims against the Smithsonian for bodily injury, death, and property damage due to negligence of the Smithsonian or its employees. To the extent provided by law, Smithsonian, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Smithsonian's (including Smithsonian's employees, agents or volunteers) use and occupancy of the Location, and in the conduct of its operation at the Location. It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Smithsonian for any accident, injury, loss, or damage while Smithsonian is in, upon, or about, or entering or leaving the Location at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Smithsonian's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA.
13. **Amendment and Renewal of Smithsonian MOA.** This MOA is binding on and personal to the parties and shall not be amended or modified except by mutual written agreement by the parties hereto. This MOA may be renewed, as set forth in Section 1 above, upon the written agreement of both parties if Smithsonian first reapplies to work with DCPS, and the Vetting Committee for Out-of-School Time approves Smithsonian.
14. This MOA (including any and all Exhibits and Attachments) constitutes the entire agreement between the parties and supersedes all previous agreements on this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this MOA. No amendments, modifications or waivers to this MOA are valid unless in writing and signed by both parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013 in Washington, DC.

\_\_\_\_\_  
***Kaya Henderson***  
Chancellor, DCPS

\_\_\_\_\_  
***Dorothy A. Leffler***  
Contracting Officer and Director, OCON&PPM

## **Attachment A**

### **OST Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Benchmark Assessment Systems (DC BAS)
2. District of Columbia Comprehensive Assessment Systems (DC CAS)
3. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Smithsonian's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OST afterschool coordinator. The signed Pledge is maintained at the school site.
2. Smithsonian request the students' DC BAS, DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC BAS, DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *waiver* and *FERPA letter*, to share their children's data. The *waiver and FERPA letter* are found in the student enrollment form.
  - a. DC BAS student data can be generated by the afterschool coordinators using the Discovery Education/ThinkLink database. OST worked with ODA in finalizing the procedures and timeline for providing DC BAS student data to the providers.
  - b. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - c. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 197 of the resource guide)
2. Waiver found in the student enrollment form (see page 117 of the resource guide)
3. FERPA letter found in the student enrollment form (see pages 118, 127 and 132 of the resource guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time (OST) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OST list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OST approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and After-School All-Stars ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Stuart Hobson ("Location"). This MOA is effective as of May 22, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security.
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students.
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
  - d. Provide workspace and storage space at the DCPS site for Provider.
  - e. Signed waiver to release use of student photos and videos for Provider use.
  - f. Opportunity for Provider to participate in school events and communications
  - g. Use of school name, DCPS logo, and DCPS name in Provider materials
  - h. Make After School staff aware of school's safety plan and provide essential information about access to emergency supplies in the event of a disaster during the After School hours.

- i. Access to the cafeteria manager to arrange the snack program and access to a healthy snack for participants

**4. Responsibilities of the Provider.** Provider agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below.
- b. Use the space in Location in order to provide the services explained in subsection 4.d below.
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS.
- d. Provide the following services Please list and describe services
  - Free afterschool academic tutoring and homework help
  - Selection of enrichment classes, depending on student interests
  - Selection of health and fitness options depending on student interests
  - Field trips and special eventsto approximately 75 students at Stuart Hobson Middle School. These students will be in grades 6-8.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS student specific education records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by OSTP (please see Attachment A) to request student specific education records.
- d. Student specific education records will only be shared with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, including, but not limited to, a tuberculosis screening and a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain,



and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by agreement of the both parties.
9. **Publicity.** Provider shall not use the name or logo of DCPS, the District government or any District agency in any statement, promotional materials (including on Provider's website) or in any published materials. In addition, Provider shall at all times obtain prior written approval from a DCPS contact listed in Section 11 of this MOA before it makes any statement, disseminate any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Aaron Dworkin  
Executive Vice President, National Network  
After-School All-Stars  
1101 15<sup>th</sup> St NW, Suite 203  
Washington, DC 20005

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding

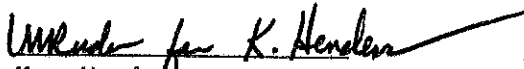
to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Upon execution of this MOA, Provider shall provide DCPS with evidence of commercial general liability insurance in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Three Million Dollars (\$3,000,000) aggregate, for bodily injury, death and property damage, which certificate shall name DCPS and its officers, employees, and agents, and the District of Columbia and its officers, employees and agents as additional insured. All insurance shall be written with financially responsible companies licensed and authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The requisite insurance policies shall not be canceled, terminated or modified (except to increase the amount of coverage) without thirty (30) days' prior written notice to the

District of Columbia Government and DCPS. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of Provider MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.

Executed this 22nd day of May, 2013 in Washington, DC.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

Attachment A

## **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

## **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Asian American LEAD ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Thomson Elementary School and Bancroft Elementary School ("Location"). This MOA is effective as of September 03, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services academic support and enrichment activities to 85 students at Location(s). These students will be in kindergarten through fifth grades.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials



(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Surjeet Ahluwalia, Executive Director, Asian American LEAD  
2100 New Hampshire Avenue, NW Washington, DC 20009  
202-884-0322 ext 109

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov


***[Insert name and contact information for other party's counsel if necessary]***

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 14. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of

\$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

7/11/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the

event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

## DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Brainfood ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of October 2 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services Brainfood After School programs (Kitchen All Stars and Community MVPs)

to 125 DCPS students at Brainfood's three off site locations (1525 Newton St NW & 733 8th Street NW & 900 Massachusetts Ave.). These students will be of grades 9 to 12 and will be recruited from all DCPS high schools. .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

- 7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

- 8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.



9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Paul Dahm  
Executive Director  
Brainfood  
1525 Newton Street NW  
Washington, DC 20010

Carlna Gervacio  
Program Director  
Brainfood  
1525 Newton Street NW  
Washington, DC 20010

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools

1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*


11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of

continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

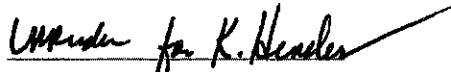
Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
\_\_\_\_\_

  
\_\_\_\_\_

Kaya Henderson  
Chancellor, DCPS

Signature of Afterschool Provider

  
Date 3-7-14

\_\_\_\_\_  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or

conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Brave Heart Entrepreneurial Youth Camp ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Ludlow Taylor Elementary and Miner Elementary ("Location"). This MOA is effective as of 11-1-13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated at
2. **Capital.** No capital commitment on b  
formation of or any of the obligations  
out the terms of this MOA shall be fur  
obligation to provide funding to Provi
3. **Responsibilities of DCPS.** DCPS agree
  - a. Subject to Provider obtaining a  
Realty in the Department of G  
required DCPS facilities, custod
  - b. Provide the necessary number  
"academic power hour" at Loc  
instruction to students; and
  - c. Monitor Provider through vari  
conducting site visits, participa  
meetings with Provider's staff or director(s), and/or administering an evaluation  
tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities  
detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in  
subsection 4.d below;

Missing Sign

emailed 11/1

11/29/14

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services our services include Youth Entrepreneurship and Financial Literacy education to an average of 15 students at Location(s). These students will be youth ages 8-11 primarily, grades 3rd through 5th.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials



(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Ihkeem Ma'at  
Executive Director  
Brave Heart Entrepreneurial Youth Camp  
1231-B Good Hope Road, S.E.  
Washington, DC 20020  
800-256-7076  
Email: [ihkeem@braveheartyouthcamp.org](mailto:ihkeem@braveheartyouthcamp.org)

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168


Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson

\_\_\_\_\_  
Signature of Afterschool Provider

Chancellor, DCPS

3-7-14  
Date

\_\_\_\_\_  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### Forms needed for data sharing:

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and BUILD Metro DC ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Eastern SHS, Roosevelt SHS, and Columbia Heights Education Campus ("Location"). This MOA is effective as of August 26<sup>th</sup>, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services :conduct an afterschool program of academic and study skills development plus entrepreneurship and business development mentor sessions at BUILD's school-based incubator(s) to be located on campus at one or more of the aforementioned schools. BUILD's academic interventions are led by our college access and readiness program staff with the support of professional tutors. Meanwhile, BUILD's entrepreneurship programing is facilitated by business program staff with the support of prlvate sector mentors. These activities will be provided to approximately 150 academically disengaged and socio-economically disadvantaged young people from grade 9 - 12 attending aforementioned schools, in accordance with the goals, objectives, roles, and responsibilities outlined in the funding proposal for this program. DCPS schools will work with Organization to select program location within school facilities for students to meet with mentors and tutors during out-of-school time hours.  
to approximately 150 students at Location(s). These students will be high school aged students in grades 9 - 12.

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.



7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Christopher Brown, Regional Executive Director - BUILD Metro DC  
1763 Columbia Road, 1<sup>st</sup> Floor NW  
Washington DC 20009  
202-450-1352

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

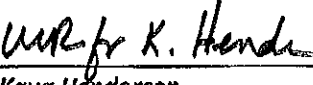
12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia

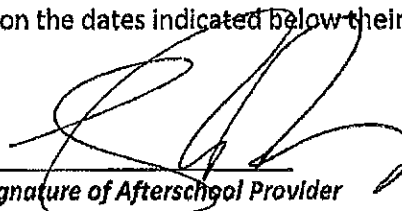
Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.

18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
\_\_\_\_\_  
Kaya Henderson  
Chancellor, DCPS  
11/17/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Afterschool Provider  
11.13.13  
\_\_\_\_\_  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.

- a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
- b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;

- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Chess Challenge in DC ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Brent ES, Hart MS, Hendley ES, Leckie ES, Lincoln MS, Raymond EC, Shepherd ES, and Simon ES ("Location"). This MOA is effective as of October 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services an academic afterschool enrichment program to up to 14 students at Location(s). These students will be of elementary and middle school age.

## 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials



(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Griglioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Suzy Hirsch, Executive Director, Chess Challenge in DC  
5185 MacArthur Blvd., NW, #620  
Washington, DC 20016  
202-363-2008 (P) 202-560-1603 (C)

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

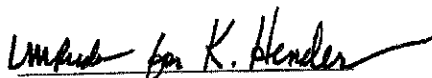
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of

continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

October 22, 2013  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

#### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider Initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and City Kids Wilderness Project ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of November 5, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services : A four day per week afterschool program, including a healthy snack, dedicated time to work on school day and homework assignments (with City Kids Wilderness Project staff and volunteers available for assistance and tutoring), and unique CKWP curriculum focusing on team-building, outdoor skills, interpersonal skills, arts, and other activities as designed by staff.

to 15 DCPS students at Turkey Thicket Recreation Center, 1100 Michigan Avenue NE 20017. These students will be 6<sup>th</sup>-8<sup>th</sup> graders from John Burroughs EC, and other schools such as DC Prep, Brookland EC, Cesar Chavez PCS, Paul PCS, Potomac Lighthouse PCS, Banneker Academy, BASIS DC .

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.



8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Priya Cook  
Program Director, Middle School  
City Kids Wilderness Project  
2437 15<sup>th</sup> St NW 20009  
202-525-4930

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor

Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of

\$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson

  
Signature of Afterschool Provider

3-7-14  
Date

November 5, 2013  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or

conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and CityDance ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at JO Wilson Elementary School, CW Harris Elementary School, Thomson Elementary School, Brightwood Education Campus, Oyster-Adams Bilingual School, Turner Elementary School, Thomas Elementary, and Raymond Education Campus ("Location"). This MOA is effective as of September 20, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Students will be provided with dance education classes afterschool where they will learn a variety of styles of dance, their history and cultural relevance. Additionally students will participate in team building activities and performances on and off site. to 150 students at Location(s). These students will be in Grades 3-5.

## 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.



8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Sarah Levy Communit Programs Manager, CityDance 1111 16<sup>th</sup> ST NW  
Washington, DC 20036 202-347-3909

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor


Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utlger@dc.gov

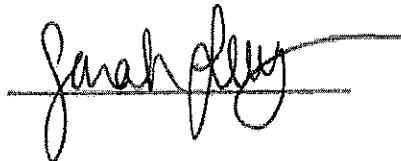
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

 for K. Henderson



**Kaya Henderson**  
Chancellor, DCPS

3-7-14  
Date

**Signature of Afterschool Provider**

9/12/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

#### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)

2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Colin Powell Leadership Club ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Raymond Education Campus ("Location"). This MOA is effective as of September 1, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services weekly after school tutoring and leadership club to 15-20 students at Location(s). These students will be in 5<sup>th</sup> through 8<sup>th</sup> grade.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

**8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

**9. Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials



(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Lisa Fikes  
St. John's Episcopal Church  
6715 Georgetown Pike  
McLean, VA 22101  
703-356-4902, extension 160

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

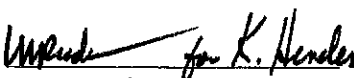
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided

by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14

  
Signature of Afterschool Provider

10/10/13

Date

Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.

## Q28\_FY14\_SY13-14 MOA with Concerned Black Men

DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Concerned Black Men - National ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Savoy Elementary School ("Location"). This MOA is effective as of September 18, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services : homework assistance, reading and math instruction, test taking skills, expressive writing, STEM activities, culinary arts, life skills, career exploration, group mentoring/Success Models and cultural excursions.  
to 50 students at Location(s). These students will be in grades K through 5.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

**8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.



9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

George Garrow Jr. Esq.,  
Executive Director  
Concerned Black Men - National  
1313 L. Street N.W. (Suite 111)  
Washington, DC 20005  
(202) 783-6119

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002

Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson

  
Signature of Afterschool Provider

9-7-2013

Chancellor, DCPS

3-7-14  
Date10/22/13  
Date**Attachment A****OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



DISTRICT OF COLUMBIA

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Critical Exposure, Inc. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at H.D. Woodson SHS, Washington Metropolitan HS, and Eastern SHS ("Location"). This MOA is effective as of 9/24/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services photography and advocacy programs to 100 students at Location(s). These students will be 9-12<sup>th</sup> graders.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider



shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Andrew Anastasi, Program Manager  
Critical Exposure  
1816 12<sup>th</sup> St. NW, 3<sup>rd</sup> Floor  
Washington, D.C. 20009

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of

continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.



Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

9/24/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the

event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Crittenton Services of Greater Washington ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Kelly Miller Middle School ("Location"). This MOA is effective as of :September 30, 2013. ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services SNEAKERS program (health education, advocacy, healthy relationship, goal setting sessions) to 15-20 students at Location(s). These students will be girls in eighth \*8<sup>th</sup>) grade.

##### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.



9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Crittenton Services of Greater Washington  
815 Silver Spring Avenue  
Silver Spring, MD 20910  
9301) 565-9333

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098

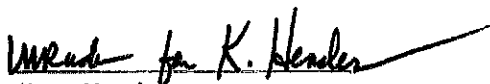
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of

Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

3-7-14  
Date

9/30/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Crittenton Services of Greater Washington ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Hd Woodson High School ("Location"). This MOA is effective as of :September 30, 2013. ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services SNEAKERS program (health education, advocacy, healthy relationship sessions) and PEARLS program (parenting, health education, advocacy, healthy relationship, goal setting sessions) to 45-65 students at Location(s). These students will be girls in ninth through twelfth (9<sup>th</sup>-12<sup>th</sup>) grades .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

**8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.



9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Crittenton Services of Greater Washington  
815 Silver Spring Avenue  
Silver Spring, MD 20910  
9301) 565-9333

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098

Email: Robert.Utiger@dc.gov

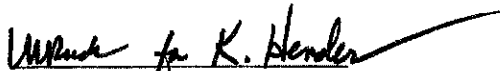
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of

Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

3-7-14  
Date

9/30/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

#### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Dance Institute of Washington ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 10/9/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services: Diverse dance classes in ballet, modern, jazz, african and hip hop provided Monday-Friday and Saturdays after school and during the summer at the Dance Institute of Washington, along with educational services, life skills workshops and performance opportunities. DIW has both a Studio School Program and its year-round Positive Directions Through Dance outreach program.

to hundreds of DCPS students at Dance Institute of Washington 3400 14<sup>th</sup> Street NW Washington, DC 20010. These students will be ages 4-18 from DCPS schools and from throughout DC; students will be placed in appropriate classes by age, grade and skill level.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.



8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Fabian Barnes, Founder/Artistic Director; The Dance Institute of Washington,  
3400 14<sup>th</sup> Street, NW, Washington, DC 20010; phone 202.371.9656; fax 202.371.9686;  
FBarnes@danceinstitute.org; www.danceinstitute.org; Program Manager Mark Henderson,  
MHenderson@danceinstitute.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168

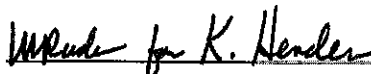
*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Walver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage

shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
**Kaya Henderson**  
Chancellor, DCPS

  
**Signature of Afterschool Provider**

3-7-14  
Date

10/9/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)

2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and DC Rape Crisis Center ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Kelly Miller Middle School, Sousa Middle School, Hart Middle School, Stuart Hobson Middle School, Bell High School, Luke C. Moore High School and School Without Walls High School ("Location"). This MOA is effective as of September 1, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;

- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Sister Action, Sister Strength is a weekly club for girls. The focus of this group is on issues pertaining to womanhood, including self esteem, healthy sexuality, reproductive health and healthy relationships. to 10-30 (per site) students at Location(s). These students will be in grades 6-12.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.



9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Melinda Coles  
Director of Community Education  
DC Rape Crisis Center  
1625 K Street, NW Suite 700  
Washington, DC 20006  
202-618-5087

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor

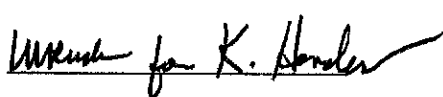

Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

**Kaya Henderson**  
Chancellor, DCPS

3-7-14  
Date

**Signature of Afterschool Provider**

10/15/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and DC SCORES ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Aiton, Anne Beers, Bancroft, Barnard, Brightwood, Brookland, Burrville, Columbia Heights EC, CW Harris, Cardozo, Deal, Drew, Garfield, Garrison, HD Cooke, Hart, JC Nalle, Jefferson, Johnson, Kelly Miller, Leckie, Miner, Moten, Orr, Powell, Reed, Raymond, Seaton, Thomson, Truesdell, Tubman, and Wheatley ("Location"). This MOA is effective as of 9/16/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services DC SCORES builds teams through after school programs for DC youth at 47 schools by instilling self-expression, physical fitness, and a sense of community. DC SCORES accomplishes this in an innovative model combining poetry and spoken word, soccer, and service-learning year-round after school. to 1,024 (32 at each location) students at Location(s). These students will be in grades 3<sup>rd</sup> - 8th.

##### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest,

and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Katrina Owens  
DC SCORES  
Senior Director of Programs  
1224 M St, NW Suite 200  
Washington, DC 20005  
202-393-6999 x305

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence

related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

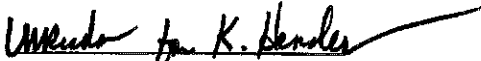
12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA



(including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

3-7-14  
Date

9/12/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and DEA Youth Dance Program ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at iThomas, Raymond, Maury, Watkins & Payne Elementary School ("Location"). This MOA is effective as of September 30<sup>th</sup>, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services  
to 25 students - Free after school dance lessons, once a week for one hour for a full 20 weeks. students at Location(s). These students will be 3<sup>rd</sup>-5<sup>th</sup> graders.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials

(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Kelly A. Kuder

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***

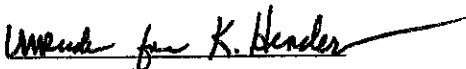
12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability



coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

9/30/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day

deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and FAIR Girls [Formerly FAIR Fund] ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Wilson high school, Cardoza high school, Noyes middle school, Luke C. Moore high school, and Dunbar high school (s) ("Location"). This MOA is effective as of 10/08/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Tell Your Friends is a four module, multimedia prevention education curriculum taught in high school classrooms, after-school programs, youth shelters and group homes. Through educating high-risk girls and boys about their rights and resources in the classroom, the curriculum both empowers and motivates students with the knowledge, communication skills, and community resources to keep themselves safe from exploitation and trafficking and to become peer educators who will "tell their friends," families, and communities how to do the same. Using video, drawing, and song, the curriculum is an interactive age-appropriate curriculum that defines what human trafficking is, identifies risk factors teen girls and boys face toward human trafficking, talks about healthy and unhealthy relationships, draws links between intimate partner violence and human trafficking, and provides a citywide resource guide to students that helps them reach us and our 35 community-based partners across the D.C. area. The curriculum is presented in a fun and interactive way that sparks healthy debates and allows vulnerable teens to learn where they can get help. Annually, the Tell Your Friends curriculum educates 1,000 teens across the D.C. metro area. Please see attached flyer for more information. to 1,000 students at Location(s). These students will be 9<sup>th</sup> through 12<sup>th</sup> grade.

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in

positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Priya Dhanani  
Director of Prevention Education  
FAIR Girls  
2100 Mst, NW, Ste. 170-254  
Washington, DC 20037  
202-265-1505

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS),



elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

**14. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellations of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

**15. Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.


**16. Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set

for the In the District of Columbia Human Rights Act.

**17. Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.

**18. Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

10/08/2013  
Date

### Attachment A

#### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.

3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;

- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its after-school program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its after-school participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider

will not be allowed to return to its assigned school and Provider's MDA with  
DCPS will be terminated immediately.

## Q28\_FY14\_SY13-14 MOA with Food &amp; Friends



DISTRICT OF COLUMBIA  
**PUBLIC SCHOOLS**  
Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Food & Friends ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 10/3/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services An afterschool program focused on office administration and designed to educate students on general office skills such as filing or preparing mailings, and things unique to our organization, such as Service Learning Activities and Volunteer Appreciation planning.

to 20 DCPS students at 219 Riggs Rd NE, Washington, DC 20011. These students will be in grades 9-12 and will be recruited from all area high schools.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, ~~a-~~ <sup>Food & Friends legal</sup> tuberculosis screening, and a criminal background check pursuant to the Criminal <sup>counsel advises against</sup> Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et <sup>TB testing due to</sup> seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. G-B, <sup>ADA/EOC</sup> § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites. <sup>discrimination concerns.</sup>

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Craig Shniderman  
Executive Director  
219 Riggs Rd NE  
Washington, DC 20011  
202-269-2277

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov




*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and

shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

- 14 **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
- 15 **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
- 16 **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
- 17 **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

Date

3-7-14

9-7-2013

  
Signature of Afterschool Provider

Date

10/7/13

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and For Love of Children ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Tubman Elementary School and Tyler Elementary School ("Location"). This MOA is effective as of September, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services : A group of up to 20 students will participate in an after-school reading tutorial program from 3:30pm to 5:45pm. The program will operate from October 2013 through May 2014 following the DCPS schedule. All students will be tested for grade level equivalency before entering the Neighborhood Tutoring Program to determine where they might be placed within the curricula. Student's progress will be monitored throughout the school year by a variety of built in curricula assessments and staff data collection. Students will be matched with a tutor and will work one on one during program time to up to 20 students at Tyler Elementary and Tubman Elementary schools students at Location(s). These students will be in grades 1<sup>st</sup> through 6<sup>th</sup> grade. .

#### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Robyn Lingo  
Director of Programs  
For Love of Children  
1763 Columbia Rd NW  
Washington, DC 20009  
Email: rlingo@floc.org  
Phone: (202) 349-3513

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters



concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov


*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and

all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

9/13/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
**PUBLIC SCHOOLS**

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Girl Scout Council of the Nation's Capital ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Aiton ES, Cleveland ES, Houston ES, Ketcham ES, King ES, Kramer MS, Orr ES, Randle Highlands ES, Savoy ES, Smothers ES, Thomas ES, Tubman ES, Garfield ES, CW Harris ES, Hart MS, Hendley E, HD Cooke, Jefferson MS, Johnson MS, Kelly Miner MS, Kimball ES, Malcolm X ES, Patterson ES and Turner ES ("Location"). This MOA is effective as of October 11, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Girls will participate in Girl Scout troop meetings with college student leaders.  
to 10-50 students at Location(s). These students will be girls in grades K-12.

## 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Girl Scout Council of the Nation's Capital  
Shannon Babe-Thomas  
4301 Connecticut Ave, NW  
Washington, DC 20008  
202-274-3318  
sbabe-thomas@gsnc.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:



Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

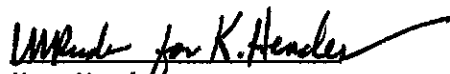
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and

volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

10-11-13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Girls on the Run DC ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at DCPS onsite schools presently include: Bancroft, Barnard, Brent, Bruce Monroe, Burrville, Charles Hart, CW Harris, Eaton Elementary, Garrison, HD Cooke, Hearst, Hyde-Addison, Janney, JO Wilson, Lafayette, Horace Mann, Marie H. Reed, Maury, Murch, Ross, Seaton, Smothers, Stoddert, Takoma ("Location"). This MOA is effective as of October 2, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Girls on the Run - DC uses the power of running to prepare girls for a lifetime of self esteem and healthy living. The program utilizes running as a tool for the girls to set a goal and an interactive curriculum that addresses the social and developmental issues adolescent girls face today. Together, the curriculum and training over a 12 week period, twice a week, to run a 5K race promote self esteem and healthy living to 8-15 number of students served (except for Brent, Janney Lafayette, Horace Mann, Murch, Ross, Takoma; these schools will serve between 16-30 students at Location(s)). These students will be Girls in the 3rd-8th grades, ages 8-13. We have two curricula, one that serves 3rd-5th grade and one that serves 6th-8th grade.

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain,

and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Kristen Komlosy, Operations Director - 443-223-3356; kristen@gotrdc.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:



Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

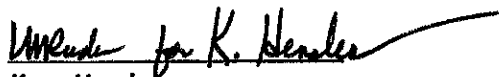
***[Insert name and contact information for other party's counsel if necessary]***

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and

volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14  
Date

  
Signature of Afterschool Provider

10/16/2013  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

**Attachment B****District of Columbia Public Schools Policy Regarding  
Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

**Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;



DISTRICT OF COLUMBIA

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Global Kids, Inc. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Columbia Heights Education Campus, McKinley Technical Education Campus ("Location"). This MOA is effective as of November 1, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services After school civic engagement, global education, leadership development, and college and career preparation programs. to (weekly) 20-40 students at Location(s). These students will be 9<sup>th</sup>-12<sup>th</sup> grade.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
- 6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials

(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Wida Amir or Libby Hill  
Global Kids,  
1825 K St. NW Suite 210 , Washington DC 20006

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov




***[Insert name and contact information for other party's counsel if necessary]***

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 14. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided

by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-7-14

  
Signature of Afterschool Provider

Evie Hantzopoulos  
Globe Kids

1/29/14

**Date**

**Date**

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.

## Q28\_FY14\_SY13-14 MOA with Good DEED

**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Good DEED Before and After School Learning Center, LLC ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Miner Elementary School ("Location"). This MOA is effective as of August 26, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Good DEED provides a safe and comfortable learning setting that provides tutoring, homework assistance, and free choice time which includes arts and crafts, dramatic play, reading, writing, and math to 12 students at Location(s). These students will be Head Start thru 5<sup>th</sup> Grade.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
- 6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Donnita Tabroni, 202-486-2650

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***




- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 14. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of

\$1,000,000 per incident/\$1,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reduction or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

3-7-14  
Date

10-01-13  
Date



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Higher Achievement ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Marie Reed Learning Center, Brightwood Education Campus, and Kelly Miller Middle School ("Location"). This MOA is effective as of September 20th, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;

- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services : The afterschool program will commence the first week in October 2013 and will run through the first week of May 2014 and will include homework help, elective classes, small group mentoring in math, literature, and seminars, and academic competitions. Periodic field trips and guest speakers complement the regular programming. In Ward 7, Higher Achievement will continue to partner very closely with Kelly Miller Middle School to phase in a single-school approach, in which Higher Achievement will, eventually, serve Kelly Miller Middle School students exclusively at that site. These services will be provided to approximately 255 students at Location(s). These students will be 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> graders.

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest,

and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Katherine Roboff, Executive Director, 317 8<sup>th</sup> St. NE, Washington, D.C., 20002  
202-544-3633

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger

General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utger@dc.gov


*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section

shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other Insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the In the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

9/11/13  
Date

## Attachment A

### OSTP Data Sharing

Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

Forms needed for data sharing:



1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or

conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Horizons Greater Washington ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 10/9/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services Six week summer enrichment program for low-income students

to 225 DCPS students at 3000 Cathedral Ave NW (Maret School) and 4700 Whitehaven Pkwy NW (St. Patrick's School). These students will be n grades rising 1st-rising 9th and be recruited from H.D. Cooke Elementary school (for the Maret School Site) and Bancroft Elementary School (for the St. Patrick's Site) .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Julia Lipton, Director of Programs  
Horizons Greater Washington  
3000 Cathedral Ave NW  
Washington DC 20008  
202-939-4068  
jlipton@horizonsgreaterwashington.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

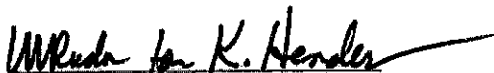
*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and

non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10/9/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Hubbard Place/ Urban Village Apartments ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below.

This MOA is effective as of August 26, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services Homework Help, Reading and Math Enrichment, Computer Literacy, Nutritious Snack, Health and Wellness, and Arts and Craft Classes.

to 9 DCPS students at 3500 14th Street NW/3401 16th Street NW, Washington, DC 20010. These students will be from grades 1st - 8th grade and will be from Raymond, Harriet Tubman, and other surrounding schools both public and private. These schools are not exclusive and can change based on where young people are enrolled .

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Betel Negash  
Resident Services Manager  
Hubbard Place/Urban Village Resident Services  
Hubbard Place/Urban Village Apartments  
3500 14th Street NW/3401 16th Street NW  
Washington, DC 20010  
Phone: 202-387-1919  
202.797.8115

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

WMRuder for K. Henderson  
Kaya Henderson  
Chancellor, DCPS

Betel Negash  
Signature of Afterschool Provider

3-25-14  
Date

October 8, 2013  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.



### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Georgetown University Institute for College Preparation (ICP) ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of October 26<sup>th</sup>, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services : academic enrichment for K-12 students

to 150 DCPS students at Georgetown University, 37<sup>th</sup> and O Streets NW, Washington DC 20057. These students will be primarily from John P. Sousa and Kelly Miller Middle Schools or DCPS high schools .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional

materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Dennis A. Williams  
Associate Dean of Students  
Director, Center for Multicultural Equity and Access  
Georgetown University  
5th Floor, Leavey Center  
Washington, DC 20057  
(202) 687-4054

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

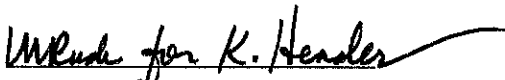
*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
  
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
  
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and

non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

X   
Signature of Afterschool Provider

3-25-14  
Date

X 10/16/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.

Q28\_FY14\_SY13-14 MOA with Joe's Den



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Joe's Den Before and Aftercare ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Peabody School, 425 C Street, NE ("Location"). This MOA is effective as of August 26, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services before and aftercare to 60 students at Location(s). These students will be 3 year old, pre-K thru 5<sup>th</sup> grade.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider

shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Joe A. Allen, 202 460-2420 Shirley Washington, 202 413-1721 (Ass't)  
Director, Joe's Den Before and Aftercare

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov


***[Insert name and contact information for other party's counsel if necessary]***

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 14. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability

coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

Sept. 16, 2013  
Date



DISTRICT OF COLUMBIA

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Joy of Motion Dance Center ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at J.O.

Wilson Elementary School, Ludlow Taylor Elementary School, Maury Elementary School, Miner Elementary School, Stuart Hobson Middle School, Wheatly Elementary School, Phelps High School) ("Location"). This MOA is effective as of week of October 28th ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;



- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Joy of Motion Dance Center will provide free quality dance education during the after-school hours through its outreach program called Motion Express to number of students depends on school students at Location(s). These students will be grades pre-k through 12<sup>th</sup> grade.

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Joy of Motion Dance Ceter  
1333 H St, NE  
Washington, DC 20002

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor

Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

Kaya Henderson  
Chancellor, DCPS

Signature of Afterschool Provider

3-25-14  
Date

10/21/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)

2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Jubilee Housing, Inc. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 9/20/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and



- e. Provide the following services homework assistance; enrichment activities; physical exercise; health and nutrition education; healthy snack and/or dinner; arts enrichment; community service opportunities; field trips; safe and engaging programming with a trained and qualified staff.

to 71 DCPS students at 1640 Columbia Road NW, Washington, DC 20009. These students will be 48 DCPS students (71 total) in grades K-12 attending: Anacostia, Bancroft, Bell, Eaton, Francis Stevens, HD Cooke, Lincoln, Marie Reed, McKinley Tech, Oyster Adams .

#### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Katherine Spinney, Director of Jubilee Youth Services; c/o Jubilee Housing, Inc.;  
1640 Columbia RD NW; Washington D.C. 20009; 202-299-1240 x37

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098


*[Insert name and contact information for other party's counsel if necessary]*

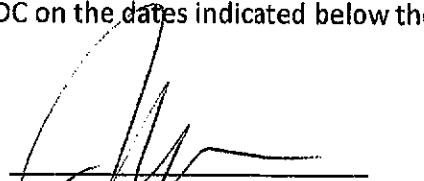
11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an

additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
**Kaya Henderson**  
Chancellor, DCPS

  
**Signature of Afterschool Provider**

3-25-14



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Kid Power, Inc. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Tubman ES, Cooke ES, Barnard ES, Amidon ES, Miner ES, Jefferson MS, Sousa MS ("Location"). This MOA is effective as of 9/1/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services : afterschool programming focused on academic instruction, health and nutrition, and civic engagement curricula. to 300 students at Location(s). These students will be between the grades of 2<sup>nd</sup> and 8th.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
- 6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Kid Power, Inc.  
755 8<sup>th</sup> St NW  
Washington, DC 20001

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168

Fax: (202) 442-5098  
Email: Robert.Utger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).



14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson

  
Signature of Afterschool Provider

Chancellor, DCPS

3-25-14  
Date

1-30-14  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### Forms needed for data sharing:

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and The Latin American Youth Center (LAYC) ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Powell ES, Raymond EC, Deal MS, Roosevelt HS, and Wilson HS ("Location"). This MOA is effective as of 9/11/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services LAYC's after school programs offer academic and recreational enrichment to elementary, middle, and high school students. Our partnerships include our LAYC AmeriCorps program, AU-DC Reads, and DC Scores that help facilitate academic assistance and tutoring as well as literacy curriculum training for tutors and staff. In addition, we provide recreational programming through soccer and dance teams.  
to approximately 35 students per site students at Location(s). These students will be Powell ES (grades 3-5), Raymond EC (grades 5-8), Deal MS, (grades 6-8), Roosevelt HS (grades 9-12), and Wilson HS (grades 9-12).

##### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Barlow Flores  
Program Director-Extended Learning  
The Latin American Youth Center (LAYC)  
1419 Columbia Road, NW  
Washington, DC 20009  
202-319-3082  
barlow@layc-dc.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters

concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*


- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and




all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set forth in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider  
9/11/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and The Literacy Lab ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Smothers Elementary and Maury Elementary ("Location"). This MOA is effective as of 9/1/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services : reading intervention and after-school programming to 60 students at Location(s). These students will be in grades PK-5.

## 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials

(including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Tom Dillon  
Co-Executive Director, The Literacy Lab  
(703) 371-0557  
tdillon@theliteracylab.org  
623 Florida Ave NW  
Washington, DC 20001

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168

Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov


*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).



14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson

  
Signature of Afterschool Provider

Chancellor, DCPS

3-25-14  
Date

9/13/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Little Blue House ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 10/22/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services : Our after-school program focuses on working with children in the areas of socialization, verbalization and impulse control. Little Blue House offers children a safe place to go where they can be involved in constructive activities during non-school hours. The program incorporates aspects of our academic support, anti-drug and anti-arrest programs. The LBH is open from 3:00-6:00pm, Monday through Friday. On days of inclement weather, when school is closed and during scheduled days out of school (administrative days, Spring and Winter Breaks) the LBH is open from 10am-4pm for children. Staff use LBH vehicles to pick children up from several local area schools. The first priority for staff during after-school hours is homework and academic assistance. After children complete their homework assignments, which range from using a pencil and paper to looking things up on the computer, healthy snacks and beverages are provided. This gives staff the chance to discuss nutrition and healthy eating. Following snack, children can choose from a variety of activities and games that include adult interaction, educational activities, puzzles, video games, playing on the moon-bounce and on days where the weather is warm enough, a chance to play on the LBH back-yard water slide. Weather permitting; trips to the playground and the local park for games of soccer are also on the list of activities children get to do during after-school hours. A walk through the neighborhood allows staff to talk with the kids about their own neighborhood observations, what they see on a daily basis, and for the younger children, it can include identifying shapes and colors. Each activity, whether in-doors or outside, is combined with educational lessons and conversations.

to 20-25 DCPS students at 524 Irving St. NW, DC 20010. These students will be from schools surrounding our Ward 1, Neighborhood Cluster 2 area. Students come to us from Tubman Elementary School, Cesar Chavez Prep, Bruce Monroe Elementary, Shaw Middle and Cardozo High Schools. Our students range in age from 7 years to 16 years .

## **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Carl Foster, Director 524 Irving St. NW, Washington, DC 20010  
202-276-5668 cfosterlbh@gmail.com

Suzy Reid, Deputy Director 301-514-6338 suzyreid33@gmail.com

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

**11. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

**12. Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider



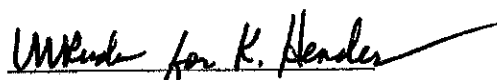
expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting

Committee for Out-of-School Time approves Provider.

17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10/22/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive

Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.

2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider

will not be allowed to return to its assigned school and Provider's MQA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Multicultural Career Intern Program ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at the Columbia Heights Educational Campus ("Location"). This MOA is effective as of September 1, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Program in the Arts – Within the Columbia Heights Educational Campus, MCIP plans to offer a theater arts program that includes all aspects of theater leading to stage performance, including playwriting, dance, set design, lighting and rigging, and theatrical cosmetology.
- e.
- f. Early College Program - Since September 2004, all Bell Multicultural students have been eligible for enrollment in courses at Northern Virginia Community College (NOVA) and University of the District of Columbia (UDC) as part of the MCIP Early College Program (ECP) - the DC Metro area's first such program. An ECP high school is capable of granting a diploma and an associate's degree or sixty college credits toward a Bachelors degree. By engaging students in up to two years of demanding college-level work while in high school, MCIP and Bell are working to close the achievement gap and increase the number of low-income youth who earn a college degree. ECP schools have the potential to improve high school graduation rates and better prepare students for family-supporting careers by inculcating students into the culture of higher education and removing economic and social barriers to college.
- g.
- h.
- i. After School "Beyond the Bells" Program - The MCIP at Columbia Heights Educational Campus after-school program provides academically at-risk students with individualized and small group tutoring services, access to computer-based self-paced instruction and a homework drop-in center. The daily rigor of the instructional program is interspersed with activities that promote interpersonal communication skills and leadership development. In Math, remedial instruction is provided in algebra, trigonometry and geometry. Arts, music, dance, and theater activities explore the city as a classroom and program participants work in the arrangement of school assemblies and festivals. After-school sports and competitive games are offered in a state-of-the-art gymnasium facility.
- j.
- k. Curriculum Development Institute - Through MCIP, the year-round Institute provides a professional forum, for instructors and administrators at the Columbia Heights Educational Campus and other public schools (including charter schools) to discuss and incorporate the nation's best practices in teaching. The essential question that drives the Institute is "how well does the instructional program prepare students to be successful in furthering their education and their lives?" In pursuing answers, educators from middle school, high school and higher education collaboratively work to produce curriculum notebooks for all major courses. The notebooks include curriculum maps, unit plans, lesson plans, major assignments, exams and portfolio designs and timelines. The Institute develops further expertise in subject content, teaching strategies, uses of technology and other essential elements necessary for teaching with high standards.
- l.

- m. Gang Prevention, Diversion and Intervention - The MCIP gang prevention and intervention effort is a part of an intensive community-wide effort through before, during and after school programs for vulnerable at-risk youth. The program staff provides them with leadership and team building activities, family strengthening strategies, outreach support, academic and career mentoring, street law education, male responsibility instruction, and substance abuse prevention education. The gang prevention and intervention service is provided year-round in a consistent, supportive and a reproach-free environment.
- n.
- o. Literacy - MCIP at the Columbia Heights Educational Campus offers English language learners programs in literacy that features the nationally recognized Scholastic Read-180 program, structured ESL programs and specialized tutorial services on a year-round basis. The pre-ESL Read-180 program is ensconced in the Columbia Heights Educational Campus curriculum and provides excellent results, with student enthusiasm high and overall academic performance rising. Our students now enjoy making the connection between English and other academic subjects like Math and History in a greatly embellished learning environment.
- p.
- q. Parental Involvement - MCIP finding aids the the Columbia Heights Educational Campus Parental Involvement Center provides year-round critical services to the parent community; English as a Second Language, counseling, acculturation assistance, GED preparation, immigration and naturalization assistance and translation and interpretation assistance. The Center hosts bi-weekly workshops on various school-life topics such as how to interpret academic standard and rubric requirements, financial literacy and financial aid processes. The workshops give vital assistance to families unfamiliar with demands of the mainstream society or the dynamics of adolescent development as they adapt to life in the United States. The staff also provides onsite counseling and home visits to students who exhibit disciplinary problems at school.
- r.
- s. Teen Parent and Child Development Center - Run by Board certified early childhood educators, the MCIP Center provides a number of services to meet the educational, social and health needs of approximately 40 children and teen parents at the Columbia Heights Educational Campus. Each day, children in the Center are engaged in cognitively stimulating age-appropriate activities and teen parents are provided with case management services, parenting classes, life-skills workshops and tutoring services. Infants communicate in their native language to foster a link between home and school. The Center also includes the children's fathers in creating an environment to maximize participation through classes and special activities.
- t.
- u. Teen Pregnancy Prevention - The year-round MCIP Pregnancy Prevention Program assists the entire student body in recognizing that teen pregnancy is a complex issue. The program addresses sexuality education, self-esteem and leadership building while offering opportunities for youth to engage in positive diversionary activities and understand the importance of academic achievement. The program engages youth through classroom instruction, peer



education, mentoring, career development, community service learning, parental involvement, and after-school activities and therapeutic support.

- v.
- w. Summer Enrichment - Summer programs at MCIP at the Columbia Heights Educational Campus are centered in literacy education for non-English proficient and continuing literacy students who are contending with significant language needs. The goal is to educate and tutor these teenage students to reach a level of literacy on par with high school English. Each day the excitement begins with a fitness and health component to engage the youth in athletic activities and the importance of health and nutrition. Substance Abuse Prevention & Youth Development workshops are provided often and include topics such as pregnancy prevention, personal development, leadership and self-esteem. Frequent fields trips focus on cultural enrichment, addressing the city as a classroom and hands-on approaches to learning.
- x.
- y. Technology - The ability to embellish student achievement through technology that fosters learning anytime, anywhere, hinges on useful, readily available learning tools for students and teachers. In the Columbia Heights Educational Campus, MCIP actively seeks out best practices for the use of technology in education. The best schools in the country provide a one-to-one student-computer ratio for strengthening basic skills and acquiring higher-level proficiencies and MCIP is committed to ensuring that every student has access to their own computer. The importance of continuous professional development for Bell faculty and administrators is highly regarded and is embedded into the campus culture.
- z.
- aa. Asian and African Newcomer Program - This MCIP program provides 70 at-risk Asian and African newcomer students with a myriad of academic and language assistance services, health and nutrition related education, a series of preventative services and the social support required to succeed in the United States. The proposed services attempt to bridge unmet needs within the newcomer community in general with specialized services geared toward Asian and African youths. Specific needs include the provision of extra/extended learning time to accommodate limited English proficiency students, gang intervention and prevention services, and the elimination or reduction of illiteracy and chronic absenteeism among the target population.
- bb.
- cc. Family Literacy - this MCIP initiative provides intensive reading and writing instruction to students who have had less than four years of formal school in their native countries due to war, natural calamities and/or extreme poverty. Students benefit from individualized instruction that transitions them into ESL class. The end goal of this program is to provide invaluable skills to increase the potential for successful schooling and career development.  
to 175 students at Location(s). These students will be grades 6-12.

## **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Robin Winer  
Multicultural Career Intern Program - Program Development  
3101 16th Street, NW  
Washington, DC 20010

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to

this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

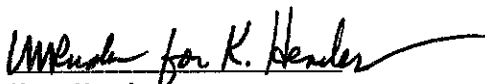
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance

evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

September 26, 2013  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

**Attachment B**

**District of Columbia Public Schools Policy Regarding  
Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may

temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.





**NATUREBRIDGE AGREEMENT FOR FIELD SCIENCE  
PROGRAMS**

**Parties:** NatureBridge agrees to provide services to the Field Science Group ("Group") identified below, subject to the terms and conditions of this Agreement. For purposes of this Agreement, the term "Group" means and includes District of Columbia Public Schools ("DCPS"), its officers, directors, employees and agents, as well as all affiliated students, participants, teachers, chaperones, and other individuals who participate in any way in any NatureBridge Program ("Program"), and the term "NatureBridge" means and includes Golden Gate, Yosemite, Olympic, Southern California, Prince William Forest campuses and each of their respective officers, directors, agents and employees.

**Theft & Loss:** Neither party assumes responsibility or liability for the loss or theft of personal property belonging to the other party.

**Alcohol:** The Group agrees that it will not provide alcohol to any chaperones while the chaperones are engaged in supervising minors during the Program, and all chaperones agree that they shall not consume alcohol while supervising minors.

**Supervision:** The Group agrees that it will provide at least one adult chaperone per learning group and a sufficient number of chaperones to provide adequate supervision of the participants during all portions of the Program when NatureBridge staff are not present. The Group agrees that it alone is responsible for the supervision and safety of participants during those periods of time when NatureBridge educational staff are not present. NatureBridge agrees it is responsible for the safety of participants while NatureBridge staff are leading the Group. NatureBridge also agrees to ensure that all of its personnel are restricted from serving in positions affording such individuals unsupervised direct access to DCPS students participating in the Program and that such persons at all times avoid unsupervised direct contact with such students.

**Insurance:** The Group agrees that it is self-insured for the activity covered by this Agreement. NatureBridge agrees that it is self-insured and/or maintains insurance, with limits of not less than \$1,000,000 for the activity covered by this Agreement.

**Non-Discrimination:** NatureBridge and its contractors and/or subcontractors will not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition or sexual orientation.

**Privacy policy:** NatureBridge respects the privacy of the information provided by our clients and customers. NatureBridge will never sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes, subject to the limitations expressed in the "Publicity" paragraph below. Participants can opt out of receiving this information at any time.

**Publicity:** With the exception of NatureBridge promotional obligations under District Department of the Environment grant number: 13G-13-CB/BB-AFF/WPD17, NatureBridge shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on NatureBridge's website) or other published materials. In addition, NatureBridge shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials

(including on NatureBridge's website) or in any published materials in a manner which states or implies support for or an endorsement of NatureBridge by DCPS. Further, NatureBridge shall at all times obtain prior written approval from DCPS before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on DCPS participation in the Program.

**Permission/Waivers:** NatureBridge and Group agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any Program field trips.

**Funding:** No specific capital commitment on behalf of Group shall be associated with the formation of or any of the obligations under this Agreement. All funding necessary to carry out the Program shall be furnished by NatureBridge or its sponsors. Group shall be under no obligation to provide funding or payment to NatureBridge.

**District of Columbia Law/Severability:** This Agreement is entered into and governed by the laws of the District of Columbia. Any provision determined to be void or illegal for any reason shall be deemed severable, and all other provisions of this Agreement shall remain in full force and effect.

**Complete Agreement:** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

**Termination:** Group may immediately terminate this Agreement in whole or in part by providing notice to NatureBridge if, in Group's sole discretion, such termination is in the best interest of DCPS or the District. Due to monetary commitments NatureBridge incurs from this Agreement, Group will endeavor to give thirty (30) calendar days notice to NatureBridge. Either party may terminate this Agreement in whole or in part by giving thirty (30) calendar days advance written notice to the other party.

**Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

**Acknowledgement of Receipt:** Group acknowledges receipt of, and agrees to familiarize itself with the content of the Teacher Planning Workbook either in its written format or via pdf.

School Name	Dates
Simon Elementary	April 30 - May 2
Savoy Elementary	May 7 - May 9
Neval Thomas Elementary	May 12 - May 14

Dated: 4/4/14

By NatureBridge: Vanessa Morel

Authorized Representative

Dated: 7/9/14

By Group: U. Ruan



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and New Community for Children ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 9/23/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and



- e. Provide the following services : Daily academic and social enrichment programming for kids.

to 45 DCPS students at 1722 6<sup>th</sup> Street NW Washington, DC 20001. These students will be in grades K-12<sup>th</sup> in the 2013-2014 school year are recruited from the following DCPS schools: Cleveland, Hardy, Hyde, Langley, McKinley Tech, Seaton, Tubman, and Walker Jones .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Nadine Duplessy Kearns  
New Community for Children  
1722 6<sup>th</sup> Street NW  
Washington, DC 20001  
202-232-0457

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

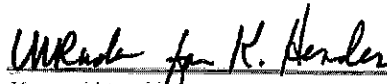
*(Insert name and contact information for other party's counsel if necessary)*

- 11. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 12. Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 13. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and


non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

9/23/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and People Animals Love ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Stanton Elementary ("Location"). This MOA is effective as of August 26th 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services provide a comprehensive extended school day program that includes a nutritious meal, homework help, small group academics for those furthest behind and featuring an amazing Animal Studies program. to 180 Stanton Elementary students at Location(s). These students will be pre-k through 5<sup>th</sup> grade.

## 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Rene Wallis  
Executive Director  
731 8<sup>th</sup> Streer SE  
Washington, DC 20003  
202-966-2171  
rene@peopleanimalslove.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor

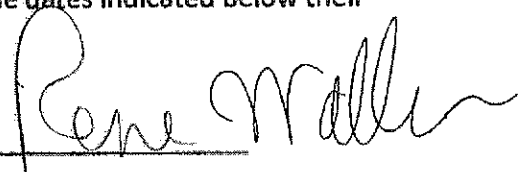
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

September 19 2013 

Kaya Henderson  
Chancellor, DCPS

*W. Henderson for K. Henderson*  
Date

Signature of Afterschool Provider

*3-25-14*  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### Forms needed for data sharing:

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)



2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Paxen Learning Corp. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of September 16, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services after-school tutoring, homework assistance, mentoring, arts and performance, life skills, and other educational activities

to 180 DCPS students at 2001 E Capitol Street SE, Washington, DC 20003.  
These students will be 6<sup>th</sup> - 12<sup>th</sup> grade students, mainly from Eliot-Hine Middle School and Eastern High School .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Maurice Wilkins  
Program Manager, Paxen Learning Corp  
2001 E Capitol Street SE  
Washington, DC 20003  
202-641-2747

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov


*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and

non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

9-12-13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or

- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Playworks Education Energized ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 10/1/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services Each school will receive a well-trained Playworks Program Coordinator, who will teach and strengthen students' conflict resolution skills, leadership development, teamwork, cooperation, and other life skills through implementing a five-component program focused on safe, meaningful, inclusive play. Program Coordinators will engage students in physical activity and play during recess and throughout other scheduled times during and before or after school hours in interscholastic leagues off site.

to 156 DCPS students at Boys & Girls Clubs at 4103 Benning Road NE, and 801 Shepherd Street NW, and DCPS Amidon-Bowen 401 I Street SW. These students will be 4<sup>th</sup> and 5<sup>th</sup> grade students from West, Savoy, Nalle, Smothers, Reed, Aiton, Amidon-Bowen, Bruce Monroe, JO Wilson, Randle Highlands, Garfield, and Langdon .

#### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest,

and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Dwight Phyll  
Program Director  
Playworks Washington, DC  
600 Pennsylvania Ave SE  
Washington, DC 20003  
202-822-0097

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters

concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

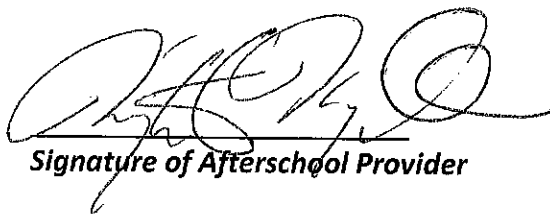
*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

\_\_\_\_\_  
**Kaya Henderson**  
Chancellor, DCPS

  
\_\_\_\_\_  
**Signature of Afterschool Provider**

\_\_\_\_\_  
**Date**

10/1/13  
\_\_\_\_\_  
**Date**

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.



- b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;

- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Playworks Education Energized ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at West, Savoy, Nalle, Smothers, Reed, Aiton, Amidon-Bowen, Bruce Monroe, JO Wilson, Randle Highlands, Garfield, and Langdon ("Location"). This MOA is effective as of 10/1/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;

- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Each school will receive a well-trained Playworks Program Coordinator, who will teach and strengthen students' conflict resolution skills, leadership development, teamwork, cooperation, and other life skills through implementing a five-component program focused on safe, meaningful, inclusive play. Program Coordinators will engage students in physical activity and play during recess and throughout other scheduled times during and before or after school hours.  
to 4000 students at Location(s). These students will be PK-8<sup>th</sup> grade.

##### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

**6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

**7. Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Dwight Phyll  
Program Director  
Playworks Washington, DC  
Washington, DC 20003  
202-822-0097

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and

volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

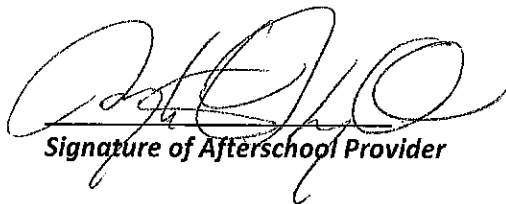
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.



Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date



Signature of Afterschool Provider

10/1/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.



**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

**Attachment B****District of Columbia Public Schools Policy Regarding  
Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

**Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Polite Piggy's Day Camp ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Maury Elementary School and Tyler Elementary School ("Location"). This MOA is effective as of 9/30/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services afterschool programming to children ages 3-12. We provide art, music, lacrosse, theater, physical fitness, sign language, French, etc. to 140 (Maury) 130 (Tyler) students at Location(s). These students will be Preschool through grade 5.

##### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

VanNessa Duckett/Polite Piggy's Day Camp  
PO Box 31215, Washington, DC 20030

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

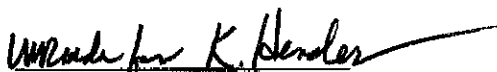
*[insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of

continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.



Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date



Signature of Afterschool Provider

10/10/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Power Tots, Inc ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Ludlow Elementary ("Location"). This MOA is effective as of 10/8/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Gymnastics Instruction to 22 students at Location(s). These students will be Pre- K thorough 1st.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
  - b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider

shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Kelly Sorenson  
Brooke Howells  
Power Tots, Inc  
PO Box 2842  
LaPlata, MD 20646

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov


*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of

continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10/2013  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

## DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Reach Education, Inc. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Payne Elementary School and Simon Elementary School ("Location"). This MOA is effective as of September 23, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services one-on-one literacy tutoring and book distributions to 50 students at Location(s). These students will be 2<sup>nd</sup> and 3<sup>rd</sup> grade students who require additional support to achieve proficiency in reading.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Griglioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Reach Incorporated, 218 D Street SE, Washington DC 20003

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

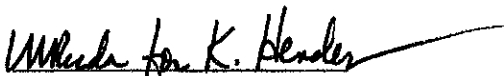
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of

continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

9-30-13  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
REEBOK FOUNDATION  
on behalf of its Build Our Kids' Success Program (BOKS)**

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This Memorandum of Agreement ("**MOA**") sets forth the responsibilities and expectations of the District of Columbia Public Schools ("**DCPS**") and the Reebok Foundation ("**Organization**") on behalf of its Build our Kids' Success Program ("**BOKS**" or the "**Program**"), a before-school physical activity program for elementary schools (see attached Executive Summary). DCPS and Organization are individually referred to herein as a "**Party**" and collectively as the "**Parties.**"

**RECITALS**

**WHEREAS**, the Parties share a strong belief in the value of giving children an opportunity to build healthy bodies and healthy minds, which is their right and our responsibility; and

**WHEREAS**, the Parties believe in the value of physical activity which research shows positively impacts physical, mental and social health; and

**WHEREAS**, the Parties recognize the need to increase opportunities for kids to be physically active, create healthier, life-long habits, improve academic performance and help achieve national guidelines advising 60 minutes of physical activity a day for children; and

**WHEREAS**, Organization agrees to donate funds to DCPS for the Program pursuant to a separate donation agreement between the Parties (the "**Donation Agreement**") and the Parties intend to work together to implement BOKS as a means of achieving the above-stated goals in Simon Elementary School, Beers Elementary School, Orr Elementary School, Savoy Elementary School, Hendley Elementary School and Malcolm X Elementary School (collectively referred to herein as the "**Schools**" and individually as the "**School**"); and

**WHEREAS**, this MOA is intended to codify the terms of the relationship between the Parties in support of BOKS activities, and in order to ensure the continued development of the Program for DCPS students.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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## AGREEMENT

### I. TERM

This MOA shall be effective as of the last date of signing by the signatories and, unless terminated in writing by either Party prior to its expiration, terminate on August 31, 2014 (the "Term").

### II. RESPONSIBILITIES

A. DCPS agrees to assume the following duties and responsibilities in support of the Program:

1. Identify a qualified staff member at each School who has agreed to serve as a lead trainer for the Program
2. Assist with the distribution and collection of student registration materials, as agreed to by the Parties.
3. Assist with the distribution and collection (as applicable) of other program related communications, as agreed to by the Parties.
4. Distribute the BOKS newsletter about the Program.
5. Use reasonable efforts to keep the BOKS equipment package in a secure location when not in use. Please note that the school is not responsible for the replacement of any lost, stolen or damaged BOKS equipment.
6. Request that teachers agree to participate in the Program complete a short survey about the children in his/her class and the impact of BOKS on these children.
  - a. The survey link will be provided to teachers by Organization and the timing of the survey will be coordinated with each School principal. Organization will also provide the Schools with hard copies of the survey upon request.
7. Provide BOKS trainers and other BOKS personnel access to the Schools at mutually agreed upon times and dates.
8. Use donated funds from Organization to purchase program-related equipment and to provide administrative premium pay for participating DCPS personnel up to \$3,000 for the Lead Trainer at each school and up to \$1,500 for the School Trainer(s) at each school over each one of two 12 week sessions. Please refer to the Donation Agreement for a schedule of detailed payments by trainer and school.
9. Share any school disciplinary rules and policies with Organization and BOKS personnel upon request to ensure the Program reinforces these rules and policies.

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10. Encourage Program students to participate in school breakfast and to work with BOKS to implement a school breakfast schedule that allows for this participation.
11. In conjunction with school administration, use best efforts to ensure that a minimum of 40 students are enrolled and actively participating in BOKS. To the extent that average attendance is less than 40 students, funding for the program will be in jeopardy for the following session.

B. Organization and BOKS agree to assume the following duties and responsibilities in support of the Program:

1. Provide a free forty five minute physical activity program to registered BOKS participants.
2. Meet with the lead trainer candidate identified by the School principal to confirm he/she has the appropriate skill set to lead the Program.
3. Provide a donation of Program equipment and student incentives, CPR training for staff, and funds to DCPS totaling up to \$10,720 in equipment such as jump ropes, whistles, stop watches and t-shirts; CPR staff training costs up to \$1,200 for 6 sites; and up to a maximum of \$79,200 in funding to support administrative premium payments for DCPS personnel participating in the Program. The total amount of the administrative premium donated will be determined by the number of DCPS personnel hired, not to exceed two (2) Lead Trainers per each site and three (3) School Trainers per each site. The number of DCPS staff hired might vary between semesters. This donation will be evidenced by the Donation Agreement. A Donation Agreement will be filed per each semester.
4. Hire additional trainers as needed to assist with the Program.
5. Provide opportunities for parents to volunteer at BOKS.
6. Provide an area coordinator to supervise and support the program.
7. Determine the start time and finish time for the program with the school principal.
8. Review all programming details with the lead trainer.
9. Provide all paid trainers BOKS training at a site to be determined in Washington, DC prior to the start of the program.
10. Provide paid trainers with CPR training for those who do not hold current certificates.
11. Provide paid trainers a pair of sneakers and a t-shirt as a component of their uniform; provided, however, such uniform may not include any advertisement on it indicating DCPS endorsement or promotion of Organization or any other organization or company.

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12. Provide start-up equipment and supply package, which includes items donated to DCPS per the Donation Agreement. Replacement equipment and supplies will be as needed for the second session.
13. Provide small incentive prizes for children to participate in the running component of the Program such as trinkets that are healthy examples such as grapes, broccoli, feet, runners, sunshine etc. to be worn on BOKS shoe laces or attached to backpacks. These trinkets have been tested and approved by Adidas standards for safety compliance and distribution to children.
14. Encourage students to participate in school breakfast and work with DCPS to implement a school breakfast schedule that allows for this participation.
15. Offer enrollment to all students, understanding that a pre-determined number of students will be chosen based on a lottery if necessary. Participants are responsible for transportation to school to attend the Program. BOKS will keep an attendance log at each class but does not bear the ultimate responsibility for school attendance.
16. Comply with all school policies and procedures, being respectful of school property at all times, and report any violations of the same to the School principal.
17. Maintain liability insurance coverage as required by DCPS and the Office of Risk Management.

### III. BACKGROUND CHECKS

Organization shall ensure all of its employees, contractors, volunteers and other personnel providing services under this MOA ("Personnel") submit to all background checks required by DCPS, including, but not limited to, a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Organization shall also ensure that all Personnel not submitting to any DCPS-required background check are restricted from (i) serving in positions affording such individuals direct access to DCPS students participating in the Program; and (ii) performing any services at a DCPS site.

### IV. DCPS FIELD TRIP REQUIREMENTS

Organization and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any Program field trips.

### V. USE AGREEMENTS

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Organization's authorization to access and use any DCPS facility space may be subject to Organization first obtaining a Use Agreement if required by the Office of Realty in the Department of General Services ("DGS Realty"). DCPS agrees to provide guidance regarding how to obtain a Use Agreement from DGS Realty, but it makes no guarantee that any required Use Agreement will be granted.

#### VI. COMPLIANCE WITH APPLICABLE LAW

Organization shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. In addition, Organization shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon request. Organization shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest.

#### VII. LIABILITY

Organization shall be solely liable for all claims arising from or related to the services provided by Organization and its Personnel and other professionals pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Organization or its Personnel arising from any acts or omissions in connection with the provision of such services.

#### VIII. INSURANCE

Organization shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Organization pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Organization shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Organization. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Organization by DCPS.

KT



## IX. ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER

Organization hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes on DCPS property at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about such property at the sole risk and hazard of Organization. Moreover, Organization, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Organization's (including Organization's employees, agents or volunteers) use and occupancy of DCPS property under this MOA, and in conducting Program activities. It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Organization for any accident, injury, loss, or damage while Organization is in, upon, or about, or entering or leaving DCPS property at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Organization's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA.

## X. FUNDING

No specific capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the Program shall be furnished by Organization. DCPS shall be under no obligation to provide funding to Organization.

## XI. NON-DISCRIMINATION

Organization shall not discriminate against anyone participating in the Program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.

## XII. ANTI-DEFICIENCY CONSIDERATIONS

DCPS's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C.

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Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

### XIII. CONFIDENTIALITY AND ACCESS TO EDUCATION RECORDS

The Parties will access, use, restrict, safeguard and dispose of all information related to this agreement in accordance with all relevant federal and local statutes, regulations and policies, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

Organization shall share with DCPS all Program data, including all student specific data for those students participating in the Program. Organization will submit all requests for education records or other DCPS data to the DCPS Office of Data and Strategy ("ODS") and will follow all procedures established by ODS for such requests.

### XIV. PUBLICITY

Organization shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials. In addition, Organization shall not use the name of DCPS, the District government or any District agency in any statement, promotional materials (including on Organization's website) or in any published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Organization shall at all times obtain prior written approval from the DCPS contact referenced in Section XVI of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

### XV. TERMINATION

Either Party may terminate this MOA in whole or in part prior to the expiration of the Term by giving thirty (30) calendar days advance written notice to the other Party; provided, however, DCPS may terminate this MOA immediately if it determines in its sole discretion that termination is in the best interest of DCPS.

### XVI. NOTICES AND CONTACT PERSONS

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing, sent by a recognized form of communication and by any recognized delivery method to the same parties.



TO DCPS:

Daniela Grigioni  
Interim Director, Office of Out-of-School Time  
District of Columbia Public Schools  
1200 First Street NE, 8<sup>th</sup> Floor  
Washington, DC 20002  
202-442-5002  
202-442-9488  
Daniela.grigioni@dc.gov

TO Organization:

Kathleen Tullie  
Executive Director  
1895 J.W. Foster Boulevard  
Canton, MA 02021  
Telephone: 617-823-0437  
Fax: 781-401-4320  
Kathleen.tullie@bokskids.org

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

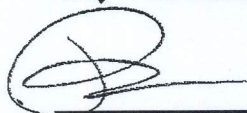
Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

#### XVII. MISCELLANEOUS

- A. Modifications. This MOA may only be amended or modified by a written instrument signed by both Parties.
- B. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

- C. Entire Agreement. This MOA and the Donation Agreement, including any applicable exhibits, contain the entire understanding of the Parties with respect to matters contained herein, and supersede any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.
- D. Survival. The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of the MOA.
- E. Other Relationships or Obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties.
- F. Non-Assignable Agreement. This MOA cannot be assigned by Organization.
- G. Headings; Counterparts. The headings in this MOA are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOA 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 one and the same document.
- H. Applicable Law. This MOA and all matters pertaining to this MOA shall be governed by the laws of the District of Columbia, including all applicable statutes, regulations, directives, and procedures of the District of Columbia and DCPS.
- I. Authority of the Parties. By executing this MOA, each Party represents to the other that it is authorized to enter into this MOA and that the person executing this MOA on its behalf is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized signatories below.



Kathleen Tullie on behalf of Reebok Foundation  
Executive Director, BOKS - Build Our Kids' Success

10.9.13

Date

K. Henderson by WPR

Kaya Henderson, Chancellor  
District of Columbia Public Schools

10/25/13

Date

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Acknowledged by:

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Adelaide Flamer, Principal  
Simon ES

Date

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Niyeka Wilson, Principal  
Orr ES

Date

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Patrick Pope, Principal  
Savoy ES

Date

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Gwendolyn Payton, Principal  
Beers ES

Date

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Sean Davis, Principal  
Hendley ES

Date

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J Harrison-Coleman, Principal  
Malcolm X ES

Date

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## EXECUTIVE SUMMARY

BOKS (Build Our Kids' Success) is a before school physical activity program designed to get elementary school aged children moving in the morning to have a more productive school day. In 2009, Kathleen Tullie, a mom and now Founder and Executive Director of BOKS, read the book, *Spark*, by Dr. John Ratey. The book clearly set forth the research as to why kids should be active before school and she was inspired to create a program at her children's elementary school. With school approval and a group of passionate moms, BOKS (formerly FKGU&G) was launched. With a robust curriculum, BOKS seeks to empower the community to help the youth of this generation embrace healthy habits that will last a lifetime by offering it for free.

BOKS is a direct response to the dwindling amount of physical activity programs in elementary schools. BOKS' mission is to promote the profound impact of physical activity on a child's mind, body and community. Its 12-week curriculum provides elementary children with 45 minutes of fun, non-competitive, kid-friendly activities, achieving moderate to vigorous physical activity through warm-ups, a skill of the week, running, relay races, obstacle courses, group games and ending with an age appropriate nutrition tip designed to increase nutritional knowledge and build healthy habits. BOKS Bursts, an extension of the curriculum, offers 2-5 minute physical activity breaks for teachers to use throughout the day.

BOKS will focus primarily on elementary schools (K-5). The program is aimed to accommodate various sized schools with and without gyms, in suburban and urban settings. BOKS develops community by enabling school faculty, parents and community members to be involved in the program at different capacities. Providing a free curriculum aids flexible implementation options for communities of different resources. Most suburban schools run BOKS with parent volunteers.

To help ensure the continued success of the program, BOKS has engaged the National Institute of Out of School Time (NIOST) to evaluate the overall program inputs and outputs. Additionally, through a series of short and long term studies in suburban and urban locations, NIOST is in a position to study the positive effects on physical activity on academics, executive functioning and social determinants.

BOKS has received positive feedback and experienced exponential growth. From fall 2009 to spring 2013, BOKS grew from 1 elementary school in Natick, MA to over 240 elementary schools nationwide, impacting over 7,000 children.

As BOKS evolves, it intends to prove morning physical activity helps children focus throughout the day resulting in higher test scores and lower disciplinary action and hyperactivity in the classroom. BOKS will reach its goals of:

- Start the morning with active play to jump start children's brains and make them better equipped for learning.
- Increase opportunities for children to be physically active and gain nutritional knowledge; creating healthy, life-long habits.
- Empower communities to collaborate and make a positive difference in children's lives

BOKS has become an international program with a presence in Japan, Korea, and The Netherlands and is on track to reach 50,000 schools worldwide by 2020. It's time we make difference and create a healthier generation of children. Don't sit still, Active Kids = Active Minds. For more information on how to bring BOKS to your school go to [www.bokskids.org](http://www.bokskids.org).



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Rita's Place ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Peabody Early Childhood Center ("Location"). This MOA is effective as of 08/26/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;



- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services of before and after-care for children ages 3 to 10 years old. to 65 students at Location(s). These students will be supervised for age appropriate activities from pre-k3 through the 4<sup>th</sup> grade.

## 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Rita's Place at Peabody Early Childhood Center - Rita Brown-Hall, Owner  
425 "C" Street, NE Washington, DC 20002; 202-329-1711 msrbbh@hotmail.com

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of

coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10/04/13  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)



## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Saturday Environmental Academy ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of 10/1/13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services : A Saturday enrichment program focused on environmental education and experiential learning.  
*www.environmentalacademy.us provides a detailed schedule of classes and content.*

to 20-25 DCPS students at Sasha Bruce Youthworks offices at 745 8<sup>th</sup> St. SE, Washington DC. These students will be 7<sup>th</sup> and 8<sup>th</sup> grade students recruited from Stuart Hobson Middle School, KIPP Key Academy, Johnson MS, Charles Heart MS, Washington Jesuit Academy, Brookland Elementary, Washington MS for Girls .

#### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Jane Osborne, Executive Director  
Saturday Environmental Academy  
419 4<sup>th</sup> St. NE  
Washington, DC 20002 202.716.6248

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002

Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability

coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

\_\_\_\_\_  
**Kaya Henderson**  
Chancellor, DCPS

  
**Signature of Afterschool Provider**

Date

Date

10/9/13

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)



2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and The Student Conservation Association ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below.

This MOA is effective as of October 1, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services : The Student Conservation Association's DC Community Program provides year-round conservation opportunities divided into two seasons: school-year programs (running January through May) and summer programs (running July through August). The Washington DC Community Program offers both volunteer and paid service opportunities for youth grades K-12. Volunteer programs typically occur on weekends year round, while paid service programs run Monday-Friday in the summertime, fall and spring. Members serve at sites in and around the Metropolitan DC Area. Participants build trails and restore habitat while exploring green career opportunities, building leadership skills, and learning about the local environment through field trips, outdoor recreation and camping trips, and complete community service projects. The DC Community Program also provides a valuable environmental education resource for youth in the Metropolitan DC Area. The Urban Tree House Program is the SCA's environmental education center located in Anacostia Park in Southeast Washington, DC – a site generously provided by National Park Service's National Capital Parks – East. For over 16 years, SCA staff has provided free environmental education programs and activities for DC-area K-12th grade youth on a number of topics, including: urban ecosystems and watersheds, waste and recycling, conservation and sustainability, environmental ethics, wildlife, and ecology. UTH programs include hands-on and interactive components to complement its active outdoor environmental curriculum.
- f.

to 850 DCPS students at the Urban Tree House in Anacostia Park (1900 Anacostia Drive SE, Washington, DC 20003) and at our field office located at SCA -Living Classrooms, 515 M Street SE, Suite 222, Washington, DC 20003 We also do activities in parks and outdoor spaces all across the Metropolitan DC Area. These students will be from schools all across the city and range in age of 5-19. We have done recruiting at the following DC public high schools in the last year:

- i. Anacostia (DC)
- ii. Ballou (DC)
- iii. Cardozo (DC)
- iv. Cesar Chavez (DC)
- v. Dunbar (DC)
- vi. Eastern (DC)
- vii. School Without Walls High School(DC)
- viii. Wilson High School (DC)
- ix. McKinley Technical High School (DC)
- x. Theodore Roosevelt High School (DC)
- xi. Latin American Youth Center (DC)
- xii. Thurgood Marshall Academy (DC)
- xiii. Duke Ellington School of the Arts (DC) .

## **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the

Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.

- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
  - c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
  - d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.
6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.
7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Monique Dailey, DC Area Youth Programs Manager, Student Conservation Association, 4245 North Fairfax Drive, Suite 825, Arlington, VA 22203, (703) 524-2441,

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress

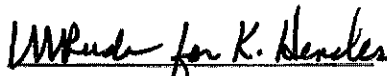
for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider


Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services

15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

9/25/2013  
Date

## Attachment A

### OSTP Data Sharing

Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):



1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS

Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against

Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Sitar Arts Center ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of September 27, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services Arts education classes, including private and group music lessons, painting and drawing classes, creative writing, digital arts classes, ballet, tap, and hip hop dance classes as well as performances.

to 100 DCPS students at 1700 Kalorama Rd NW Suite 101, WDC, 20009. These students will be in grades K-12, from Oyster-Adams, Deal, Bancroft, McKinley Tech, Murch, Lafayette ES, Hyde ES, Hearst ES, Hardy MS, Francis-Stevens EC, Eaton ES, HD Cooke ES, Cleveland ES, Columbia Heights Educational Campus, Bruce-Monroe ES, Powell ES, Raymond EC, Reed LC, Ross ES, School Without Walls SHS, Stoddart ES, Thomson ES, Wilson SHS, Truesdell EC .

#### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Maureen Dwyer, Executive Director  
Sitar Arts Center  
1700 Kalorama Rd NW Suite 101  
Washington DC 20009  
202.797.2145

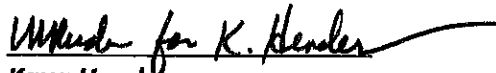
These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

3-25-14  
Date

9/24/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.



expiration or earlier termination of this MOA (including any renewal or extension hereof).

13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

- a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
- b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;

- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Springboard Education In America, Inc. ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at ("Location"). This MOA is effective as of ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;

- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Before and after school programming to number of students served students at Location(s). These students will be

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials

(Including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

11. **Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Springboard Education in America, Inc. , Shelly Outwater, Director of Operations  
and Quality Assurance, 420 Bedford St., Suite 110, Lexington, MA. 02420. 781-862-  
3110

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

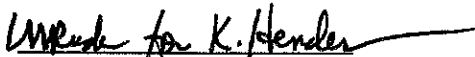
*[Insert name and contact information for other party's counsel if necessary]*

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided

coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

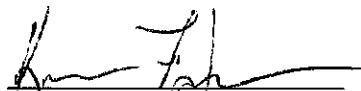
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.



Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date



Signature of Afterschool Provider

10/9/13  
Date



Date

Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### Forms needed for data sharing:

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's Immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Teens RunDC ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of September 30, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services : Intensive youth mentoring and distance running program.

to approximately 84 DCPS students at locations throughout the District of Columbia . These students will be come from grades 6 through 12 from the following schools: Ballou, Wilson, Cardozo Educational Campus, Columbia Heights Educational Campus and possibly Hart, Johnson, and Kelly Miller Middle Schools with whom we have been in discussions .

#### **5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Ben Forman e-mail: ben@teensrundc.org tel: 301-537-0009

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

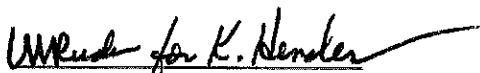
***[Insert name and contact information for other party's counsel if necessary]***

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for Insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to

do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10-15-13  
Date





DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and The Fishing School ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at JO Wilson, Leckie, Patterson, and Plummer Elementary Schools ("Location"). This MOA is effective as of September 9, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security.
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students.
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below.

- b. Use the space in Location in order to provide the services explained in subsection 4.d below.
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS.
- d. Provide the following services Comprehensive afterschool program, operating from 3:00 to 6:00 pm, Monday to Friday, until June, 13, 2014. Throughout the school year, we provide a full-time Site Manager to oversee daily implementation and liaise with parents and teachers. We also provide part-time instructors who maintain a 1 to 10 staff to student ratio at all times. The daily and weekly schedule includes:
  - Daily rally ( including recitation of our Creed, stretching, breathing and the TFS step)
  - One hour daily of academic support ( provided through our online tutorial program, iReady, homework help and learning centers)
  - Two, 45-minute sessions weekly of our STEAM (Science, Technology, Engineering, Arts and Math)-based curriculum
  - One, 45-minute session weekly of our LifeSkills curriculum ( developing school success and social/emotional skills)
  - Two, 1 hour enrichment sessions each week
- e. to 100 students at each of the four school Location(s). These students will be 1<sup>st</sup> to 5<sup>th</sup> graders.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS student specific education records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by OSTP (please see Attachment A) to request student specific education records.
- d. Student specific education records will only be shared with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, including, but not limited to, a tuberculosis screening and a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in

positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by agreement of the both parties.
9. **Publicity.** Provider shall not use the name or logo of DCPS, the District government or any District agency in any statement, promotional materials (including on Provider's website) or in any published materials. In addition, Provider shall at all times obtain prior written approval from a DCPS contact listed in Section 11 of this MOA before it makes any statement, disseminate any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

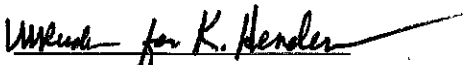
Leo Givs  
Executive Director  
The Fishing School  
4737 Meade St., NE  
Washington, DC 20019  
202-399-3618

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 14. Insurance Requirement.** Upon execution of this MOA, Provider shall provide DCPS with evidence of commercial general liability insurance in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Three Million Dollars (\$3,000,000) aggregate, for bodily injury, death and property damage, which certificate

shall name DCPS and its officers, employees, and agents, and the District of Columbia and its officers, employees and agents as additional insured. All insurance shall be written with financially responsible companies licensed and authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The requisite insurance policies shall not be canceled, terminated or modified (except to increase the amount of coverage) without thirty (30) days' prior written notice to the District of Columbia Government and DCPS. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of Provider MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.

Executed this \_\_\_\_\_ day of 8/8/, 2013 in Washington, DC.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.

- a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
- b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

**Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;

- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.





DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and United Planning Organization ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of October 22, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services UPO's POWER programs provides academic support, college readiness, leadership and character development, civic engagement, mentoring, conflict resolution, and social-emotional skills development

to 8 DCPS students at 1649 Good Hope Road, SE \* WDC 20020. These students will be classified as juniors attending the following five (5) DCPS high schools: Anacostia, Ballou, Eastern, McKinley, and Wilson .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Mr. Dana M. Jones  
President and CEO  
United Planning Organization  
301 Rhode Island Avenue, NW  
Washington, DC 20001

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098

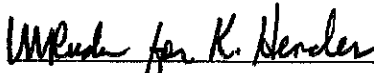
*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an

additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14

  
Signature of Afterschool Provider

10/29/13

Date

Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)

2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



## Q28\_FY14\_SY13-14 MOA with Urban Alliance



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Urban Alliance ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of October 15, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services Urban Alliance provides Professional Internship Opportunities to High School Seniors. Urban Alliance also provides professional development and life skill trainings, post high school planning and professional mentoring.

to 200 DCPS students at 2030 Q Street, NW Washington D.C. 20009 (Intern's work at various work sites around the metropolitan area). These students will be High School seniors from the following DCPS Schools: Anacostia Senior High School, Ballou Senior High School, Cardozo Senior High School, Coolidge Senior High School, Dunbar Senior High School, McKinley Technology High School, Roosevelt, Senior High School, Spingarn Senior High School, Woodson Senior High School, Wilson Senior High School.

#### 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Tameka Logan  
Urban Alliance  
Chief Program Officer  
2030 Q Street, NW  
Washington, DC 20009  
202-459-4300

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger

General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided

by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.


Executed by the Parties in Washington, DC on the dates indicated below their signatures.

- 11. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 12. Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 13. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to

do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10-8-13  
Date



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and U.S. Dream Academy ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Turner Elementary School(s) ("Location"). This MOA is effective as of 10/10/2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use the space in Location in order to provide the services explained in subsection 4.d below;



- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services Please list and describe services to 60 students at Location(s). These students will be in 3rd - 5th grade.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
- 9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider

shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.

- 10. DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.

**11. Notices and Contact Persons**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Evroy V. Marrett: 407-271-1379, [emarrett@usdreamacademy.org](mailto:emarrett@usdreamacademy.org)

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: [Robert.Utiger@dc.gov](mailto:Robert.Utiger@dc.gov)

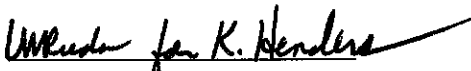
***[Insert name and contact information for other party's counsel if necessary]***

12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability

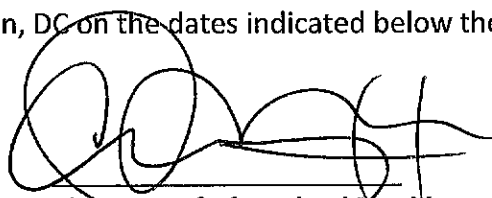
coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10/10/2013  
Date



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Wilderness Leadership & Learning, Inc. (WILL) ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below. This MOA is effective as of August 26, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection *4.d below* only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection *4.d below*;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services Wilderness Leadership & Learning (WILL) is a 12-month experiential learning, youth leadership and life skills development program for 9th - 11th graders in DC. WILL's mission is to provide diverse growth experiences and challenging learning opportunities to inspire and assist youth to make good decisions, become effective leaders, and achieve their goals. Our goal is to launch WILL members into a future that they could not imagine before they participated in the program, and to compliment traditional classroom education with high-quality, diverse experiential learning opportunities to develop inherent strengths, decision-making and leadership and life skills to create the perfect universe and crucible for students to learn and be successful. WILL is designed to provide a safe and dynamic out-of-school time alternative for youth to achieve positive goals, to improve academic performance and succeed in life. Four Program Pillars drive the WILL Experience (curriculum): Leadership & Self-Empowerment: WILL encourages and provides the platform for individual leadership, self-esteem, and confidence growth to help WILL youth push beyond perceived limitations to increase their understanding and appreciation that each has the power and the ability to determine his/her life trajectory and to make decisions that lead to self-determination and self-sufficiency; Critical Life Skills Development: WILL develops critical life skills, which are under-emphasized or not taught in school, such as financial literacy; accountability for behavior; communication skills; the importance of saying "please" and "thank you;" and how to make healthy nutrition decisions, set SMART (Specific, Measurable, Attainable, Realistic, and Time-Bound) goals, and create action plans to achieve them; Environmental Awareness & Stewardship: WILL helps teens become aware of the world around them and to be better stewards of the environment; and Cultural Awareness & Appreciation: WILL youth learn to be receptive to, to appreciate, and to respect diversity and differences in others (e.g., race, gender, religion, country of origin, sexual orientation, and beliefs). One of WILL's many strengths is how we creatively take advantage of the region's natural and cultural resources as our primary learning venues. During the WILL Year, October through the following September, student participants are engaged in more than 320 hours of quality experiential activities (this equals more than 1.75 hours per DCPS student school day) that are designed to develop their inherent strengths, decision-making and leadership skills. Activities take place on Saturdays, weekday school holidays, and a week-long summer backpacking expedition on the Appalachian Trail (AT). WILL adventures and activities include: a ropes course, day on the Anacostia and Potomac Rivers, holiday celebration, MLK Day diversity program, 2 days of nutrition/healthy eating choices and music/cultural appreciation, a day of bowling to foster team building, a day exploring The Newseum, CPR/Basic First Aid training, 3-day trip during spring break to the Karen Noonan Center, a Chesapeake Bay Foundation (CBF) environmental education facility on the Bay, a college admissions forum, 2 service projects giving back to the community, financial literacy, a day at Mount Vernon, scavenger hunt on the National Mall, a day canoeing on the Anacostia, 7-day backpacking Expedition on the AT, and graduation at the Postal Museum. Integrated with these activities, WILL members learn to set personal SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) goals, action plans to achieve those goals, monitor progress towards attaining their goals, and participate in group discussions to provide constructive feedback on each other's goals and action plans.

to 20 DCPS students at various locations. These students will be 9th - 11th graders - for SY 13-14 WILL is recruiting students from the following DCPS High Schools, the Bell Multicultural High School side of the Columbia Heights Education Campus, Cardozo Senior High School and Eastern Senior High School.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Wilderness Leadership & Learning, Inc.  
Attn: Steve Abraham, President  
1758 Park Road, NW  
Washington, DC 20010-2105

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

***[Insert name and contact information for other party's counsel if necessary]***




11. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
12. **Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
13. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written

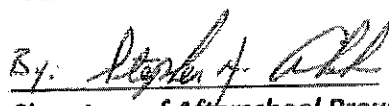
with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

Wilderness Leadership & Learning, Inc.  
By:   
Signature of Afterschool Provider  
Stephen H. Abraham  
President

27 Sept 2013  
Date

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS

Office of the Chief Academic Officer

## **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and Washington Tennis & Education Foundation ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Drew ES, Houston ES, Kimball ES, Ludlow-Taylor ES, Maury ES, MLK ES, Miner ES, Payne ES, Plummer ES, Randle Highlands ES, Thomas ES, Simon ES, Smothers ES, Tyler ES, Browne ED Center, Eliot JH, Stuart-Hobson MS, and Sousa MS. ("Location"). This MOA is effective as of August 26, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:

- a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services of academic, tennis and life-skills activities that comprise the Arthur Ashe Children's Program (AAPC). The AAPC is a competition-based program, as students learn and practice skills and meet with other AAPC school teams for three special competitions during the year - the Academic Competition, Life-Skills Competition and Tennis Championships. to 400 students at Location(s). These students will be in grades 1<sup>st</sup> thru 9th.

## 5. Confidentiality and Data Sharing

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Jeff Thomas, AACP Program Director  
Washington Tennis & Education Foundation  
200 Stoddert Place SE  
Washington, DC 20019  
202-575-0808 ext201

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:



Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

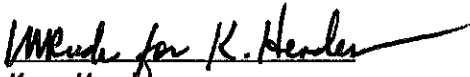
***[Insert name and contact information for other party's counsel if necessary]***

- 12. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 13. Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and

volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).

14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.
15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

9/26/13  
Date

## Attachment A

### OSTP Data Sharing

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

### **Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see pages 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)
2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider's personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;

- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;
- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

### **DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT FOR PROVIDERS WORKING OUTSIDE OF DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and YMCA of Metropolitan Washington ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below.

This MOA is effective as of September 1, 2013 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Allow Provider to recruit students for its afterschool program from the DCPS schools specified in subsection 4.d below only during specific times and under specific conditions determined by DCPS; and
  - b. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;
  - b. Use a space designated by Provider that shall not include DCPS property in order to provide the afterschool services explained in subsection 4.d below;
  - c. Provide DCPS with a copy of the lease agreement and liability insurance associated with the space utilized by Provider for the program covered by this MOA;
  - d. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and

- e. Provide the following services The mission of the YMCA DC Youth & Government program is to empower youth to become ethical leaders and responsible citizens. Over the course of a school year, high school students from across the greater Washington area learn invaluable skills that they can use to improve their communities for years to come. Acting as a mayor, council members, board of education members, committee members, and the press, students debate and pass laws that they think can solve the District's problems.

to 312 DCPS students at YMCA of Metropolitan Washington, 1112 16<sup>th</sup> Street NW, Suite 720, Washington, DC 20036. These students will be in grades 9-12. The YMCA DC Youth & Government program is open to all high school students in the District of Columbia .

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of educational records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Provider will follow the procedures established by OST to request student specific education data. Please see Attachment A.
- b. Provider will share with DCPS its student-specific program records for the purposes of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at DCPS sites.

7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.

8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.
9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 10 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **Notices and Contact Persons.** Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Emma Lipscomb, John DeGout, and Janice Williams  
YMCA of Metropolitan Washington, 1112 16<sup>th</sup> Street NW, Suite 720, Washington, DC 20036

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098



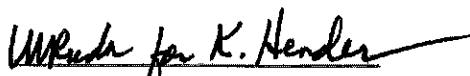
*[Insert name and contact information for other party's counsel if necessary]*

- 11. Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
- 12. Indemnification and Waiver.** Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
- 13. Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of \$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an

additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

14. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services
15. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
16. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
17. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

  
Signature of Afterschool Provider

3-25-14

**Date**

**Date**

## **Attachment A**

### **OSTP Data Sharing**

**Types of student data frequently requested by approved afterschool providers / community based organizations (CBOs) / neighborhood-based organizations (NBOs):**

1. District of Columbia Comprehensive Assessment Systems (DC CAS)
2. Students' report cards/grades

**Procedures on how afterschool coordinators must release DC BAS/DC CAS student data and student's report cards/grades to afterschool providers:**

1. Provider's staff members must sign the *Security Pledge for the Use of Confidential Data* and submit the form to the afterschool coordinators. The Pledge also requires the signature of the CBO site manager's supervisor (most often the CBO Executive Director) and the OSTP afterschool coordinator. The signed Pledge is maintained at the school site.
2. Providers request the students' DC CAS data or the student's report cards/grades from the afterschool coordinators.
3. Afterschool coordinators provide DC CAS data or the student's report cards/grades of the students whose parents have consented, via the *FERPA consent letter*, to share their children's data. The *FERPA consent letter* is found in the student enrollment form.
  - a. A copy of the DC CAS student report was mailed to each school. Afterschool coordinators can get a copy of the student report from the principal.
  - b. A copy of the student's report cards/grades can be obtained from the school's principal.

**Forms needed for data sharing:**

1. Security Pledge for the Use of Confidential Data from DCPS (see page 86 and 87 of the Resource Guide for Afterschool Coordinators and Providers)

2. FERPA consent letter found in the student enrollment form (see page 9 of the same Resource Guide)

## **Attachment B**

### **District of Columbia Public Schools Policy Regarding Termination for Cause of Community and/or Neighborhood Based Organizations**

The District of Columbia Public Schools (DCPS) is committed to ensuring that each DCPS afterschool provider (Provider) that has been vetted and approved through the DCPS Office of Out-of-School Time Programs (OSTP) delivers high-quality programming to DCPS students. DCPS is committed to appropriately handling all Provider performance issues in a manner which ensures the safety and success of DCPS and its students. Accordingly, DCPS may terminate its memorandum of agreement (MOA) with any Provider for cause and remove such Provider from the DCPS OSTP list of approved afterschool Providers.

#### **Procedure**

1. DCPS will inform the Provider of its intent to terminate its MOA with Provider thirty (30) calendar days prior to termination for cause. The notice will identify the condition that exists which is precipitating termination.

Possible reasons for termination include, but are not limited to, the following:

- Breach of Provider's MOA or other agreement with DCPS or any other District agency;
- Provider initiated termination;
- Suspension or loss of Provider's insurance liability coverage;
- Provider's poor or inefficient organizational performance;
- Grave misconduct, neglect of duty or incompetence of Provider personnel;
- Fraud in securing OSTP approval as a Provider or falsification of records submitted to DCPS by Provider;
- Provider's failure to ensure its personnel working at DCPS sites have submitted to a DCPS background check;
- Provider's failure to implement a policy requiring its personnel notify Provider in the event of an arrest or conviction of any crime;
- Upon Provider becoming aware of any of its personnel being arrested or convicted of a crime, Provider's failure to notify DCPS of any such arrest or conviction, including the facts and circumstances surrounding such arrest or conviction;

- Provider's violation of any federal or local law, rule or regulation, including any applicable order or directive issued by DCPS; or
- Any other cause for termination authorized by the laws of the District of Columbia.

DCPS will allow the Provider fifteen (15) calendar days to respond to the notice with an explanation for how it will correct or has corrected the condition. In the event the Provider does not respond within this fifteen (15) calendar day deadline or fails to correct the condition which prompted DCPS to send a termination notice within said thirty (30) calendar day period, the Provider's MOA shall be terminated immediately without further notice.

If in addition to providing the termination notice explained in this section, DCPS undergoes an investigation of Provider for an allegation(s) DCPS deems to be potentially harmful to its afterschool program and/or its students, DCPS may temporarily remove Provider from its assigned school until the culmination of the investigation. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's temporary removal two (2) business days prior to such removal. If DCPS' investigation verifies the allegation(s) against Provider, Provider's removal will become permanent and its MOA with DCPS will be terminated.

2. DCPS may immediately remove Provider from its assigned school if it determines in its sole discretion that such immediate removal is in the best interest of DCPS and/or its afterschool participants and staff. In such a case, DCPS will give written notice to the Provider indicating the reason for Provider's immediate removal one (1) business day prior to such removal. Only egregious conduct on the part of Provider or its staff (including, but not limited to, sexual or physical assault of a student or staff member, or theft from the school) may result in immediate removal. In such a case, DCPS will undergo an investigation into the allegation(s) leading to Provider's immediate removal from its assigned school. If DCPS' investigation verifies the allegation(s) against Provider, Provider will not be allowed to return to its assigned school and Provider's MOA with DCPS will be terminated immediately.



DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS  
Office of the Chief Academic Officer

**DCPS AFTERSCHOOL PROVIDER MEMORANDUM OF AGREEMENT  
FOR PROVIDERS WORKING IN DCPS FACILITIES**

This Memorandum of Agreement ("MOA") is entered into between the District of Columbia Public Schools ("DCPS") and The Young Women's Project ("Provider"), collectively referred to herein as the "Parties." This MOA sets forth the terms and conditions governing Provider furnishing DCPS students with the afterschool services described in Section 4 below at Wilson High School, Bell Multicultural High School, Cardozo High School, Dunbar High School, Coolidge High School, Roosevelt High School ("Location"). This MOA is effective as of 11.1.13 ("Effective Date").

1. **Term.** This MOA shall commence as of the Effective Date and shall continue for one (1) year thereafter or until terminated according to Section 8 hereof, whichever occurs first.
2. **Capital.** No capital commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the terms of this MOA shall be furnished by the Provider. DCPS shall be under no obligation to provide funding to Provider.
3. **Responsibilities of DCPS.** DCPS agrees to:
  - a. Subject to Provider obtaining any Use Agreement required by the Office of Realty in the Department of General Services, afford Provider the use of required DCPS facilities, custodial services and security;
  - b. Provide the necessary number of DCPS teachers necessary to teach the "academic power hour" at Location if Provider opts not to provide academic instruction to students; and
  - c. Monitor Provider through various measures including, but not limited to, conducting site visits, participating in informal check-ins, participating in formal meetings with Provider's staff or director(s), and/or administering an evaluation tool which may include reading and responding to end-of-year evaluations.
4. **Responsibilities of the Provider.** Provider agrees to:
  - a. Provide the academic, wellness, and/or enrichment services and/or activities detailed in subsection 4.d below;

- b. Use the space in Location in order to provide the services explained in subsection 4.d below;
- c. Submit an end-of-year program assessment in accordance with the guidelines set forth by DCPS; and
- d. Provide the following services training in health education, peer education, and project development to 70 students at Location(s). These students will be in grades 9<sup>th</sup> through 12<sup>th</sup>.

**5. Confidentiality and Data Sharing**

- a. Provider agrees to adhere to all District and federal laws and regulations pertaining to privacy and confidentiality of education records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA").
- b. Provider will share with DCPS its student-specific program records for the purpose of tracking the academic performance of those students enrolled in the Provider's program.
- c. Provider will follow the procedures established by Office of Out-of-School Time Programs (OSTP) (please see Attachment A) to request student-specific education records from DCPS or Location(s).
- d. Student-specific education records will only be released to Provider with parent/guardian's written consent, or the student's consent if over 18 years of age, or if otherwise authorized under FERPA.

- 6. **Background Checks.** Provider shall ensure all of its employees, contractors and volunteers providing services under this MOA ("Provider Personnel") submit to all background checks required by DCPS, which may include, but is not limited to, a tuberculosis screening, and a criminal background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2009)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011). Provider shall also ensure that all Provider Personnel who have not submitted to any DCPS-required background check be restricted from (i) serving in positions affording such individuals unsupervised access to DCPS students participating in this program; and (ii) performing any services at a DCPS site.
- 7. **Compliance with Applicable Law.** Provider shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon signing this MOA. In addition, Provider shall ensure that at no time during the term of this MOA it owes the District government more than \$100 in outstanding fines, penalties, past due taxes or interest, and that it is otherwise in compliance with all applicable laws, rules and regulations related to its operations.
- 8. **Termination.** This MOA may be terminated in accordance with the DCPS Provider Termination Policy attached hereto as Attachment B. This MOA may also be terminated at any time by the agreement of both parties.

9. **Publicity.** Provider shall not use the logo of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Provider's website) or other published materials. In addition, Provider shall not use the name of DCPS, the District government or any District agency in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials in a manner which states or implies support for or an endorsement of Organization by DCPS. Further, Provider shall at all times obtain prior written approval from the DCPS contact listed in Section 11 of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA.
10. **DCPS Field Trip Requirements.** Provider and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to students being taken on any program field trips.
11. **Notices and Contact Persons**  
Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing sent by any recognized form of communication and by any recognized delivery method to the same parties.

**For DCPS:**

Daniela Grigioni  
Manager of External Relations, Interim Director  
Office of Out-of-School Time Programs  
1200 First Street, NE, 8<sup>th</sup> floor  
Washington DC 20002  
202-442-5002

**For Provider:**

Nadia Moritz, Executive Director (202.332.3399; 202.215.0679)

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

Robert Utiger  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5168  
Fax: (202) 442-5098  
Email: Robert.Utiger@dc.gov

*[Insert name and contact information for other party's counsel if necessary]*

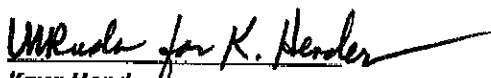


12. **Funding and Anti-Deficiency.** DCPS assumes no financial obligations of any kind under this MOA. All funding necessary to provide any services under this MOA shall be furnished by Provider and DCPS shall be under no obligation to provide funding to Provider. However, to the extent any DCPS responsibility under this MOA requires a financial obligation, DCPS's duty to fulfill all responsibilities of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.
13. **Assumption of Risk, Indemnification and Waiver.** Provider hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes at Location at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about the Location at the sole risk and hazard of Provider. Moreover, Provider, hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Provider's (including Provider's employees, agents or volunteers) use and occupancy of the Location or the services provided under this MOA (including any renewal or extension hereof). Provider expressly understands and agrees that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Provider for any accident, injury, loss, or damage resulting from, or in connection with, the services provided under this MOA (including any renewal or extension hereof), resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Provider's covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA (including any renewal or extension hereof).
14. **Insurance Requirement.** Provider shall carry and pay for insurance to cover any property damage or bodily injury claims brought against it and/or the District of Columbia (including DCPS as an agency of the District) related to the services provided by Provider pursuant to this MOA, which shall at a minimum maintain a program of continuous and adequate general and professional liability coverage in the amount of

\$1,000,000 per incident/\$2,000,000 in the aggregate, as well as umbrella liability coverage in the amount of \$2,000,000 for the term of this MOA. The policy coverage shall include the District of Columbia (including DCPS as an agency of the District) as an additional insured, including its officers, employees and agents, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. In addition, all insurance policies shall be written with reputable, financially responsible insurance companies licensed and authorized to do business in the District of Columbia. Provider shall provide a certificate of insurance evidencing such coverage upon request and shall immediately notify DCPS in writing of any changes, reductions or cancellation of such insurance. If the required insurance policies should be canceled, terminated or modified so that the insurance is not in full force and effect, then DCPS shall have the right to terminate this MOA immediately, without prior notice or right to cure by Provider. Any required changes to the type of coverage and insurance amounts to be provided shall be determined by the District Office of Risk Management and shall be communicated to Provider by DCPS.

15. **Liability.** Provider shall be solely liable for all services provided by Provider and the Provider Personnel pursuant to this MOA, and DCPS shall not be liable, whether by way of contribution or otherwise, for any damages caused by Provider or the Provider Personnel, or arising from any acts or omissions of Provider or the Provider Personnel, in connection with the provision of such services.
16. **Non-Discrimination.** Provider shall not discriminate against anyone participating in this program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set for the in the District of Columbia Human Rights Act.
17. **Renewal of MOA.** This MOA may be renewed after one (1) year upon the written agreement of both parties if Provider first reapplies to work with DCPS and the Vetting Committee for Out-of-School Time approves Provider.
18. **Modifications.** This MOA may only be amended or modified by a written instrument signed by both Parties.

Executed by the Parties in Washington, DC on the dates indicated below their signatures.

  
Kaya Henderson  
Chancellor, DCPS

3-25-14  
Date

  
Signature of Afterschool Provider

10/11/13  
Date

Nadia Monte